Monterey County

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

Meeting Agenda - Final

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

Tuesday, October 5, 2021

9:00 AM

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

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

Closed Session

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

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

b. Pursuant to Government Code section 54957.6, the Board will provide direction to negotiators:
(1) Designated representatives: Irma Ramirez-Bough and Kim Moore
Employee Organization(s): All Units
(2) Designated representatives: Lori Medina and Jeff Bailey
Employee Organization(s): IHSS

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

Public Comments

The Board Recesses for Closed Session Agenda Items

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

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

Roll Call

Pledge of Allegiance

Additions and Corrections by Clerk

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

Ceremonial Resolutions

2. Adopt a resolution honoring Linda McGlone upon her retirement from Monterey County Health Department and her public service to Monterey County residents. (Supervisor Askew)

Attachments: Ceremonial Resolution - Linda McGlone

3. Adopt a resolution celebrating California's Clean Air Day. (Supervisor Adams)

Attachments: Ceremonial Resolution - Clean Air Day

4. Resolution of the Board of Supervisors of the County of Monterey, State of California, Honoring County of Monterey employees for their service during the COVID-19 pandemic. (Supervisor Askew)

Attachments: Ceremonial Resolution - County Employees for Services During the Pandemic

Appointments

5. Appoint Cesar Lara to the Juvenile Justice Coordinating Council, with a term ending date Pleasure of the Board. (Juvenile Justice Coordinating Council)

Attachments: Notification to Clerk of Appt- Lara
Resume

6.

Nominate one member of the Board of Supervisors to serve on the California State Association of Counties (CSAC) Board of Directors, and one member of the Board of Supervisors to serve as alternate, for a one-year term of office beginning on November 29, 2021.

Attachments: Board Report
CSAC Board Selection Memo for 2021-22
CSAC Board Selection Form for 2021-22
CSAC 2020-21 Board of Directors
2021 BOS Appointments

Approval of Consent Calendar – (See Supplemental Sheet)

General Public Comments

7. 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.

10:30 A.M. - Scheduled Matters

8. Receive a presentation from the Monterey County Health Department's Striving to Reduce Youth Violence Everywhere (STRYVE) Program, the City of Salinas' Community Safety Division and the Monterey County Administrative Office's (CAO) Office of Community Engagement and Strategic Advocacy to describe the strategies and results of their collaboration to prevent violence.

Attachments: Board Report
PowerPoint Presentation

12:00 P.M. - Recess to Lunch

1:30 P.M. - Reconvene

Roll Call

1:30 P.M. - Scheduled Matters

9. a. Receive an update on the County Habitat Resource Management Plan for the former Fort Ord;
b. Consider authorizing the Housing and Community Development Department to utilize the County Habitat Management Funds, Fund 029, to fund the development of the County Habitat Resource Management Plan for properties owned by the Monterey Peninsula College;
c. Consider and provide input to the Public Participation Plan; and
d. Provide direction to staff.

Attachments: Board Report
Attachment A - HRMP Public Participation Plan
Attachment B - Right of Entry Agreement with MPC
Attachment C - Letter from MPC Regarding Funding
Attachment D - Detailed Discussion with Attachments

10. a. Introduce, waive reading, and set October 19, 2021 at 10:30 a.m. as the date and time to consider the adoption of an ordinance amending Chapter 7.90 of the Monterey County Code to allow permitted cultivators to modify the total canopy area of any cultivation or nursery operation in their commercial cannabis permit on two occasions during the permit's annual term if certain criteria are met; and
b. Provide direction to staff as appropriate.

Attachments: Board Report
Attachment A: Cultivator Letters On Canopy Adjustment and Taxation
Attachment B: News Articles
Attachment C: Good Standing Criteria
Attachment D: Draft ordinance (redline version)
Attachment E: Draft ordinance (signed clean version)

Other Board Matters

County Administrative Officer Comments and New Referrals

11. County Administrative Officer Comments and New Referrals

Attachments: Board Referrals Matrix 10-05-21

Referral Responses

12. Receive a preliminary analysis report in response to a revision of **Board Referral 2016.02** requesting that the Housing and Community Development Department (HCD) address the enforcement of unauthorized short term rentals and potential funding sources to cover costs.

Attachments: Board Report
Attachment 1 - Board Referral 2016.2

13. Receive a preliminary analysis report in response to ***Board Referral No.* 2021.16** seeking to combat health misinformation and curb the spread of falsehoods that threaten the health and safety of our residents and visitors.

Attachments: Board Report
Preliminary Analysis Report
Board Referal No. 2021.16
Surgeon General Misinformation Advisory

Board Comments

Read Out from Closed Session by County Counsel

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

Adjournment

Adjourn in Memory of Terry Kaiser

Supplemental Sheet, Consent Calendar

Health Department

14. a. Approve and authorize the Director of Health or Assistant Director of Health to execute an Agreement with Nurse-Family Partnership ("NFP") in the amount of $200,000 to provide evidence-based programming to Monterey County first-time mothers and their babies for the period retroactive to June 1, 2021 through May 31, 2023; and
b. Approve the nonstandard indemnification provision as recommended by the Director of Health; and
c. Approve and authorize the Director of Health or the Assistant Director of Health to sign up to three (3) future amendments to this Agreement that will not exceed ten percent (10%) ($7,652) of the original Agreement and will not significantly change the Agreement.

Attachments: Board Report
Agreement

15. a. Approve and authorize the Director of Health or the Assistant Director of Health to sign an Agreement with the City of Marina (City) in the amount of approximately $18,600 for services to be performed by the Monterey County Health Department's Animal Services unit to provide shelter, care and other required services for the term retroactive from July 1, 2021 through December 31, 2021; and
b. Approve and authorize the Director of Health or the Assistant Director of Health to sign up to three (3) future amendments to this Agreement where the amendments do not significantly change the scope of work and do not exceed 10% ($1,860) of the original Agreement amount.

Attachments: Board Report
Agreement

Department of Social Services

16. a. Approve and authorize the Director of the Department of Social Services to sign a no cost agreement with the California Department of Social Services, retroactive to July 1, 2021 through June 30, 2024, to establish responsibilities for the provision of legal services for Resource Family Program administrative appeals; and
b. Approve and authorize the Director of the Department of Social Services to sign up to three (3) amendments to this agreement as long as they do not encompass payment or significantly change the scope of services.

Attachments: Board Report
Resource Family Approval State Agreement

General Government

17. a. Revise the date for employee certification of COVID-19 vaccination status compliance to October 15, 2021;
b. Revise the date for vaccine compliance (excluding employees under State Mandate) to October 31, 2021;
c. Revise the indoor face covering requirement to allow fully vaccinated employees and members of the public who show proof of vaccination to not be required to wear a face covering in a County facility office or meeting room if all other individuals are fully vaccinated;
d. Direct the Director of Human Resources to implement changes in the Monterey County Emergency Response Manual and COVID-19 Prevention Program.

Attachments: Board Report

18. Adopt a Resolution to:
a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 to modify Section A.21.4.1 to reflect the County's maximum contributions for medical insurance for Units O, XL, and Y;
b. Direct the Human Resources Department to incorporate the changes in the Personnel Policies and Practices Resolution No.98-394;
c. Direct the Human Resources Department and Auditor-Controller's Office to implement the changes in the Advantage HRM/Payroll system.

Attachments: Board Report
Attachment A – PPPR Section A.21.4.1 – Redline Version
Attachment B – PPPR Section A.21.4.1 – Clean Version
Attachment C – 2022 Health Plan Contributions for Unrepresented Units O, XL, & Y
Attachment D – Resolution

19. a. Authorize the Auditor-Controller to pay Employnet Workforce Solutions ("Employnet") $3,569.60 for specified invoices charging County of Monterey ("County") for hours worked by an Employnet temporary worker assigned in Fiscal Year 2020-2021 to the Public Defender's Office to ensure adequate staffing levels during the COVID-19 Pandemic, which hours were in excess of the 720 hour limitation set forth in the County's now expired agreement with Employnet under RFP 10495 ("Employnet Agreement"); and
b. Authorize the Auditor-Controller to pay Employnet $9,360.90 for specified invoices charging County for hours worked by 2 other Employnet temporary workers assigned in Fiscal Year 2021-2021 to Natividad Medical Center ("Natividad") to ensure adequate staffing levels during the COVID-19 Pandemic, in excess of the 720 hours limitation set forth in the Employnet Agreement; and
c. Approve and authorize the Auditor-Controller to pay B.E. Smith, Inc. ("B.E. Smith") $13,600 for an invoice charging County for hours worked by a B.E. Smith temporary worker assigned in Fiscal Year 2021-2021 to Natividad to ensure adequate staffing levels during the COVID-19 Pandemic, which hours were in excess of the 720 hours limitation set forth in the current agreement, No. A-13995, between the County, on behalf of Natividad, and B.E. Smith.

Attachments: Signed Board Report_Employnet Invoices PDandNatividad_21-784
Board Report_Employnet_PDandNatividad_9.9.21
Nova Management and Employnet AssignmentAssumptionAgreement
BE Smith Agreement
BE Smith Amendment 2
Exhibit A- Countys Master Agreement with Nova Employnet

20. 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 the Office Assistant I, II, and III, Principal Office Assistant, Supervising Office Assistant I and II, Secretarial Assistant, Secretary, Senior Secretary, and Administrative Secretary classifications as indicated in Attachment A;
b. Direct the Human Resources Department to implement the changes in the Advantage HRM system.

Attachments: Board Report
Attachment A
Resolution

Housing and Community Development

21. Adopt a resolution to:
a. Amend the Housing and Community Development Department (HCD) Budget Unit Administration, 406-3100-8572-HCD010 to increase appropriations of $3,403,777 and estimated revenues in the amount of $3,403,777; and
b. Authorize and direct the Auditor-Controller and County Administrative Office to incorporate the changes in the FY 2021-22 Housing and Community Development Department Adopted Budget, 406-3100-8572-HCD010 (4/5th vote required).

Attachments: Board Report
Attachment A - FY2021-22 Annual Recognized Obligation Payment Schedule
Attachment B - Draft Resolution

22. Adopt a resolution to:
a. Support the Ag Land Trust's agricultural conservation easement proposal to the State of California Department of Conservation Farmland Conservancy Program (DoC) for 210 acres of the Hitchcock-Gill Farm; and
b. Support the Ag Land Trust's application for grant funding from the DoC for the purchase of an

agricultural conservation easement over the Hitchcock-Gill Farm totaling 210 acres (APN 145-181-009) situated approximately 1.5 miles west of Chualar, on the eastern side of Old Stage Road, and to place said parcels into an agricultural conservation easement to conserve priority agricultural land resources; and
c. Direct the Housing and Community Development (HCD) Director or Chief of Planning to collaborate with the Ag Land Trust in the grant application process.
d. Find that the proposed action is categorically exempt per California Environmental Quality Act (CEQA) Guidelines Section 15317 and/or CEQA Guidelines Section 15317(b).

California Environmental Quality Act (CEQA) Action: Categorically Exempt per CEQA Guidelines Section 15317 (Open Space Contracts or Easements) and/or CEQA Guidelines Section 15325 (Transfer of Ownership in Land to Preserve Existing Natural Conditions and Historical Resources, Section 15317(b) - Acquisition, sale, or other transfer of areas to allow continued agricultural use of the areas.)
Planning File No. REF210028

Attachments: Board Report
Attachment A – Vicinity Maps Hitchcock-Gill Farm
Attachment B – Draft Resolution
Attachment C – Ag Land Trust Resolution No. 2020-05

Public Works, Facilities and Parks

23. a. Approve Amendment No. 4 to Professional Services Agreement No. A-12658 with TRC Engineers, Inc. to: include additional services associated with bridge design services for the Robinson Road Bridge Scour Repair, County Bridge No. 503, State Project No. EA 05-930265, Federal Aid Project No. BHLO-5944 (099) under Request for Qualifications (RFQ) #10490; update the Rate Schedule effective January 1, 2022; increase the not to exceed amount by $49,594 for a total amount not to exceed $745,975; and to extend the expiration date two (2) additional years through December 31, 2023, for a revised term from March 10, 2015 to December 31, 2023; and
b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 4 to Professional Services Agreement No. A-12658 and future amendments to the Agreement to extend the term beyond the original term authorized in RFQ #10490 where the amendments do not significantly alter the scope of work or increase the approved Agreement amount.

Attachments:

Board Report
Attachment A-A4 to PSA
Attachment B-A3 to PSA
Attachment C-A2 to PSA
Attachment D-A1 to PSA
Attachment E-PSA
Attachment F-Project Budget
Attachment G-Location Map
Attachment H-Summary of PSA
Attachment I-Summary of PSA Annual Expenditures & Balance

Monterey County

Board Report

Legistar File Number: CS 21-049

Item No.1

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

October 05, 2021

Introduced: 9/27/2021
Version: 1
Current Status: Agenda Ready
Matter Type: General Agenda Item

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

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

b. Pursuant to Government Code section 54957.6, the Board will provide direction to negotiators:
(1) Designated representatives: Irma Ramirez-Bough and Kim Moore
Employee Organization(s): All Units
(2) Designated representatives: Lori Medina and Jeff Bailey
Employee Organization(s): IHSS

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

Monterey County

Board Report

Legistar File Number: CR 21-110

Item No.2

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

October 05, 2021

Introduced: 9/15/2021
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution honoring Linda McGlone upon her retirement from Monterey County Health Department and her public service to Monterey County residents. (Supervisor Askew)

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

Resolution No.

Adopt a resolution honoring Linda McGlone upon	)
her retirement from Monterey County Health	)
Department and her public service to Monterey	)
County residents.	)

WHEREAS, **Linda McGlone** served Monterey County Health Department in several roles for a total of 26 years in the field of public health, specializing in chronic disease and violence and injury prevention; and

WHEREAS, **Linda McGlone** believes in and lives the Health Department's mission to enhance, protect and improve the health of the people in Monterey County and the values of integrity, respect, innovation, health equity, and excellence; and

WHEREAS, **Linda McGlone** received a Master of Public Health degree from the University of Texas; and

WHEREAS, **Linda McGlone** while serving in her role as Senior Health Educator with the County also served as a Board member of the Grower Shipper Association Foundation, member of the Community Alliance for Safety and Peace, and member of the Domestic Violence Coordinating Council of Monterey County and supported numerous interns in developing professional public health skills during her time with the County; and

WHEREAS, **Linda McGlone** wrote and was awarded several grants for the Health Department including Striving to Reduce Youth Violence Everywhere (STRYVE), a multi-year cooperative agreement with the Centers for Disease Control and Prevention, to reduce youth violence and build a better future for the residents of Monterey County; and

WHEREAS, **Linda McGlone** in 2017 was awarded the Child Abuse Prevention Council Community Peace Award and was described as a mover in ending community violence; and

WHEREAS, **Linda McGlone's** commitment and dedication to the health and well-being of all Monterey County residents has resulted in the implementation of evidence-based programs, including Crime Prevention Through Environmental Design (CPTED) which reduces violent crime and facilitates collaboration with other programs to incorporate youth violence and teen dating violence prevention;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Monterey on behalf of the County and all residents thereof, wishes to express its sincere appreciation for Ms. McGlone and her dedicated service to Monterey County and her contributions to the Monterey County Health Department.

PASSED AND ADOPTED on this __th day of _____, 2021, upon motion of Supervisor _____, seconded by Supervisor _____, by the following vote, to wit:
AYES:
NOES:

ABSENT:
ABSTAIN:

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

Dated:

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

Monterey County

Board Report

Legistar File Number: CR 21-111

Item No.3

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

October 05, 2021

Introduced: 9/21/2021

Version: 1

Current Status: Ceremonial Resolution

Matter Type: Ceremonial Resolution

Adopt a resolution celebrating California's Clean Air Day. (Supervisor Adams)

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

Resolution No:

Adopt a resolution celebrating California's Clean Air Day.

WHEREAS, Air pollution contributes to higher rates of cancer and heart and lung diseases, which adversely affect health; and

WHEREAS, It is vital that we protect the health and well-being of our residents, visitors, and workforce; and

WHEREAS, Emissions from vehicles, industry, and even household sources significantly affects the natural environment, air quality and well-being of Monterey County residents; and

WHEREAS, Individual actions such as not idling vehicles, walking or biking to work and school, carpooling, and conserving energy can directly improve air quality in our region; and

WHEREAS, County employees, vendors and elected officials have tremendous power to help lower emissions; and

WHEREAS, Pledges by individuals have shown to result in action; and

WHEREAS, Education about air quality can raise community awareness, encourage our community to develop better habits, and improve our community health; and

WHEREAS, the Monterey Bay Air Resources District implements the California Clean Air Act and the Federal Clean Air Act in our region; and

WHEREAS, the vision of the Monterey Bay Air Resources District is that all individuals in the MBARD jurisdiction will live, work and play in a clean air environment; and

WHEREAS, Californians will be joining together across the state to clear the air on October 6, 2021; and

WHEREAS, Monterey County is committed to the health of our residents, workforce, visitors, and community at large; and

WHEREAS, Monterey County employees are encouraged to take the clean air pledge for California Clean Air Day; and

WHEREAS, Monterey County residents, businesses, employees, and community members are encouraged to participate in Clean Air Day and help clear the air for all Californians.

NOW, THEREFORE BE IT RESOLVED, that the Monterey County Board of Supervisors, on behalf of all the County and its residents thereof, hereby celebrate California's Clean Air Day on Wednesday, October 6th, 2021

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

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

AYES:

NOES:

ABSENT:

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

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

By_____
Deputy

Monterey County

Board Report

Legistar File Number: CR 21-121

Item No.4

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

October 05, 2021

Introduced: 9/29/2021

Version: 1

Current Status: Ceremonial Resolution

Matter Type: Ceremonial Resolution

Resolution of the Board of Supervisors of the County of Monterey, State of California, Honoring County of Monterey employees for their service during the COVID-19 pandemic. (Supervisor Askew)

Before the Board of Supervisors in and for the

County of Monterey, State of California

Resolution No.:
Resolution of the Board of Supervisors of the County of Monterey,)
State of California, Honoring **County of Monterey employees for their service**)
during the COVID-19 pandemic ……...……)

WHEREAS the County of Monterey is proud to recognize its workforce for exemplary service during the COVID-19 pandemic; and

WHEREAS the County extends special thanks to all front line workers in Departments, such as Natividad, Health, Social Services, Emergency Communications, Probation, and Sheriff's, for their courageous and selfless dedication to the community during the COVID-19 pandemic; and

WHEREAS recognizing and honoring employees who served as Disaster Service Workers for their excellent service, unwavering commitment, and the outstanding contributions they have made during the worldwide COVID-19 pandemic, wildfires, and flood disasters; and

WHEREAS recognizing the leadership of the Board of Supervisors and the following Departments: Agricultural Commissioner, Assessor-County Clerk-Recorder, Auditor-Controller, Child Support Services, Clerk of the Board, County Administrative Office, County Counsel, District Attorney, Housing and Community Development, Human Resources, Information Technology, Libraries, Public Defender, Public Works, Facilities and Parks, Treasurer-Tax Collector, and Water Resources Agency, for allowing the reassignment of staff as Disaster Service Workers while departments modified and adapted their operations to ensure continued quality service to the community; and

WHEREAS the County Counsel, Human Resources, and Information Technology Departments were instrumental in developing policies, protocols, trainings, and leveraging technology to support teleworking employees, as well as ensure the health and safety of employees and the public at various County facilities, and maintain continuity of services to the residents of Monterey County; and

WHEREAS the County values the County Administrative Office-Office of Emergency Services for their leadership, commitment, and tireless effort in managing the emergency response during these unprecedented times, including the worldwide COVID-19 pandemic, wildfires, and flood disasters; and

WHEREAS expressing gratitude to all County employees and salute them for their dedication and commitment to serving more than 434,000 residents during the COVID-19 pandemic; and

WHEREAS County employees have gone above and beyond to provide superior and courteous services to our community for the people of Monterey County; and

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors hereby recognizes County of Monterey employees.

PASSED AND ADOPTED this XXX day of XXX 2021.

Dated:

_____

Signatory, Title

County Seal

Monterey County

Board Report

Legistar File Number: APP 21-181

Item No.5

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

October 05, 2021

Introduced: 9/27/2021

Current Status: Draft

Version: 1

Matter Type: Appointment

Appoint Cesar Lara to the Juvenile Justice Coordinating Council, with a term ending date Pleasure of the Board. (Juvenile Justice Coordinating Council)

[Enter Text Here]

NOTIFICATION TO CLERK OF APPOINTMENT

To: Clerk of the Board's Office
From: Probation Department

Date forwarded to Clerk: September 23, 2021

Board of Supervisors Meeting Date: **October 5, 2021**

Name of Board, Commission, or Committee: Juvenile Justice Coordinating Council
(Legislative Reference: Welfare & Institutions Code 749.22)

Name and Address of Appointed: Cesar Lara

Email:
Check one:
New Term **X**

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

Reappointment ___

Filling an unexpired term **X** Pleasure of the Board

Replacing which member: **Ken Feske**

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 : **Retired and moved out of the Area**

TERM EXPIRATION DATE: Indefinite

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

Cesar Lara's Resume

Special Qualifications

- Conversationally Bilingual, Spanish
- Advance Computer Skills (Word, Excel, Outlook, Publisher, Google Suites)
- Operations Management
- Strategic Planning
- Political Campaign Skills
- Leadership Development
- Strategic Partnerships

Education

- **Attend several trainings and meetings around organizational structure and leadership development.**
- **February 2018, Graduate of Working Partnerships Judi Budget Training**
- **June 2016, Graduate of Center for Story-Based Strategy Advanced Training**
- **1996-2002 Bachelor of Science, International Relations from California State University, Chico**
- **July 2002, Graduate of the UFW Organizing School, Teacher Dolores Huerta**
- **March 2008, Graduate of AFL-CIO Leadership Academy**
- **December 2009, Wellstone Foundation Advanced Campaign School**

Work Experience

- **Director of Programs and Policy (March 2020 – Present), MILPA Collective,** Manages Local Staff, Programs, Policy and Public Relations to Community**.**
  (339 Melody Ln, Salinas, CA 93901)
- **Executive Director (September 2006 – Present), Monterey Central Labor Council,** manages all personnel matters, Political, Policy and Public Relations to elects, community and local media. Day to day management of the Council. Coordinates all fiscal controls and procedures to the board of directors. ***(931 E. Market Street, Salinas CA 93905)***
- **Policy Director (June 2015 – March 2020), Building Healthy Communities,** a 10 – year initiative of the California Endowment that cultivates assets in communities to improve health status and equity for all residents. Working with the leadership team, I guide the policy work that is looking at values and practice changes across systems (schools, health care, land use, justice system) and supporting community leadership to redefine health and identify solutions that are relevant to East Salinas and across Monterey County. ***(295 Main St #500, Salinas, CA 93901)***
- **Secretary Treasurer (February 2011 – December 2015), Teamsters Local 890,** Elected officer to present the 5000+ members based across California. With staff coordinate all fiscal controls and procedures to membership.
- **Political Consultant (July 16, 2005- Nov 10, 2005) Monterey Central Labor Council,** Assisted the Political Director and Executive Director to develop the Labor Council's wining plan

for the November 8th election and was instrumental in the develop stronger relationships with affiliates and non-affiliates unions to work together under the Alliance for a better California/ AFL-CIO agenda for the coming election.

- **State Director (September 2003- July 15, 2005***)*, La Union del Pueblo Entero (LUPE)**-** Managed all personnel matters, supervision of program managers thought California, develops and directs action plans related to a number of campaigns and grants. Managed eleven staff members and budget exceeding $850,000. Coordinated all fiscal controls and procedures and all information technology systems for LUPE offices statewide. Maintains administrative structures for LUPE and related projects. Expanded, strengthened, and focused program resources to exceed grant obligations. Developed positive relationships with grant funding sources to ensure future funding.
- **Congressional Aid, Scheduler (November 2002-September 9, 2003),** Congressmen Sam Farr (CA-17) — Worked as a full-time congressional aid and managed the schedule for all events/meetings west of the Mississippi River.
- **Office Manager (June 2002-November 2002)**, UFW Political Department—Office Manger for $500,000 non-partisan Campaign to increase Latino participation in Senate District 12 (Monterey, Stanislaus, San Benito & Madera Counties) for the 2002 November Election. Helped coordinate procedures, logistics and staffing more then 50 staff members.
- **Congressional Aid (Summer of 2000 & 2001),** Congressmen Sam Farr (CA-17) --Worked as a full-time congressional aid, assisting constituents with a full range of problems and concerns with local and federal agencies.
- **House Coordinator (1997 to 2000),** UHFS & Department of Foreign Languages--Worked with California State University, Chico Department of Foreign Languages and University Housing and Food Service (UHFS) to manage Konkow Halls' Spanish Language House.

Volunteer Work/ Appointments

- **Monterey County Workforce Development Boards (2007 – Present)** Active member of the executive board of the Mo. County Boards. WIB's offers programs and services to provide employers' access to qualified workers and equip job seekers to compete in today's job market.
- **City of Salinas, Measure G Oversight Committee (June 2017-November 2020) - Current Chair** Active member, workers with City staff and community to ensure that City Funds are used to support community.
- **Californians for Pesticide Reform (August 2016– Present)** Board Member to 501c3 that conducts political activities in High Percentage Latino Communities.
- **MILPA Collective (March 2018 – March 2020)** Board Member to 501c3 that focuses on ending the school to prison pipeline and justice reform issues.
- **Communities to New California (October 2009 – Present)** Board Member to 501c3 that conducts political activities in High Percentage Latino Communities.
- **City of Salinas, Measure V/E Oversight Committee (June 2012-June 2017) - Past Chair** Active member, workers with City staff and community to ensure that City Funds are used to support community.
- **California Fair Trade Coalition (2007-2015)** Board Member to 501c3 that works to make trade agreements equitable and fair for Americans and people all around the world.
- **Democratic Central Committee (March 2004-2019) –** Former Co-Vice Chair and Board Member. The MCDCC is responsible to build the party organization at the district, regional, county and state levels, to register Democratic voters and to encourage Election Day turn out among Democratic voters.

- **National Association for Chicana and Chicano Studies (NACCS) (2000 to 2007) —**Member and former Chair of the Northern California chapter of NACCS. NACCS was founded in 1972 to foster academic research to further the political awareness of the Chicano community.
- **Model United Nations Team-United States of America (Delegate/Officer- 2002) --**Elected officer of the Chico Chapter of MUN at the end of Spring 2001. The Chico State delegation represented the United States at the NMUNC in New York, where nearly 2,600 college students and faculty from all over the world
- **Model United Nations Team-Netherlands (Delegate- 2001) --**The Chico State delegation represented the Kingdom of the Netherlands at the NMUNC in New York, where nearly 2,600 college students and faculty from all over the world participated in this challenging and educational simulation of the United Nations.
- **CSU- Chico's M.E.Ch.A. (Director- 2000-02) --** Elected director of M.E.Ch.A. at the end of spring 2000. Director duties include organizing weekly meetings, recruitment efforts of potential members, helped to overseeing lobbying efforts at a statewide effort by other M.E.Ch.A. to lobby in Sacramento to help pass AB 540 (Bill to help immigrant students not pay out of state tuition level).
- **Northern California Hispanic Chamber of Commerce (2000 to 2002) --**Active participant of the chamber was involved with coordinated community events with the chamber.
- **Congressional Internship (Summer of 1999) --** Assisting constituents with a full range of problems and concerns with local and federal agencies.
- **Greenfield Youth Commission** (Founder and First Chair)-- Coordinated with City and School Board staff to fund and advise the Boards on a number of policy issues, along with the coordination of projects within the community of Greenfield and Southern Monterey County.
- **Monterey County Youth Commission** (former Vice-Chair) -- Appointed to the commission by Monterey County Board of Supervisors to advise the Board of Supervisors and County Agencies on youth issues.

References available upon request.

Monterey County

Item No.6

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

Board Report

Legistar File Number: APP 21-175

October 05, 2021

Introduced: 9/16/2021

Current Status: Draft

Version: 1

Matter Type: Appointment

Nominate one member of the Board of Supervisors to serve on the California State Association of Counties (CSAC) Board of Directors, and one member of the Board of Supervisors to serve as alternate, for a one-year term of office beginning on November 29, 2021.
[Enter Text Here]

Monterey County

Item No.

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

Board Report

Legistar File Number: APP 21-175

October 05, 2021

Introduced: 9/16/2021 **Current Status:** Draft

Version: 1 **Matter Type:** Appointment

Nominate one member of the Board of Supervisors to serve on the California State Association of Counties (CSAC) Board of Directors, and one member of the Board of Supervisors to serve as alternate, for a one-year term of office beginning on November 29, 2021.

RECOMMENDATION:

It is recommended that the Board of Supervisors nominate one member of the Board of Supervisors to serve on the California State Association of Counties (CSAC) Board of Directors, and one member of the Board of Supervisors to serve as alternate, for a one-year term of office beginning on November 29, 2021.

SUMMARY & DISCUSSION:

Under the provisions of the CSAC Constitution, members of the Board of Directors and alternates are nominated by their respective boards of supervisors and appointed by the CSAC Executive Committee to one-year terms of office commencing with the first day of the CSAC Annual Conference. The 2021 CSAC Annual Conference will begin on November 29, 2021. Any member of the Board of Supervisors is eligible to serve on the CSAC Board of Directors. Once the Board has made these nominations, the Clerk of the Board will notify CSAC as appropriate.

Monterey County is currently represented on the CSAC Board of Directors by Supervisor Alejo, with Supervisor Askew serving as alternate.

The new Board of Directors will meet during the annual conference, first by caucus (urban, suburban, and rural) to nominate CSAC Officers and Executive Committee members, and again as a full Board to elect the 2021-2022 Executive Committee and to conduct other Association business. Please note that under the CSAC Constitution, Executive Committee members are elected from the membership of the Board of Directors.

Per the Monterey County Board of Supervisors Legislative Program, Section (I) (f) of Policies Governing Legislative Activities, adopted by the Board on January 26, 2021:

Representation on State and Federal County Advocacy Organizations. The Board of Supervisors shall nominate Board members represent Monterey County as director and alternate to the California State Association of Counties (CSAC) and Rural County Representatives of California (RCRC) Board of Directors. As the County representative the director or alternate shall render votes consistent with the

Legislative Program or subsequent majority action by the Board of Supervisors.

OTHER AGENCY INVOLVEMENT:

The Clerk of the Boards' office prepared this report with information provided by CSAC.

FINANCING:

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

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The California State Association of Counties (CSAC) represents the interests of California counties on matters coming before the State Legislature which involve all aspects of county operations, funding, and service provision. Mark a check to the related Board of Supervisors Strategic Initiatives

☑Economic Development
☑Administration
☑Health & Human Services
☑Infrastructure
☑Public Safety

Date: September 27, 2021

Prepared by: Valerie Ralph, Clerk of the Board

OFFICERS

President
James Gore
Sonoma County

1st Vice President
Ed Valenzuela
Siskiyou County

2nd Vice President
Chuck Washington
Riverside County

Past President
Lisa A. Bartlett
Orange County

EXECUTIVE DIRECTOR
Graham Knaus

September 15, 2021

TO: Chairs, Boards of Supervisors

FROM: Graham Knaus, Executive Director

SUBJECT: Nomination and Selection of CSAC Board of Directors Members

Under provisions of the CSAC Constitution, members of the Board of Directors and alternates are nominated by their respective boards of supervisors and appointed by the Executive Committee to a one-year term commencing with the first day of the CSAC Annual Conference. The 2021 CSAC Annual Conference will begin on Monday, November 29, 2021. Any member of your Board of Supervisors is eligible for the directorship.

Each year, the new CSAC Board of Directors holds its first official meeting at the Association's annual conference. **Thus, it is important that your county appoints a representative to participate at the first meeting on Thursday, December 2, 2021.** Enclosed is a list of current Board of Directors, along with a form for your county to notify us of your Board's nomination.

Please note that if we do not receive your 2021-2022 nomination, your current Board representative will continue to serve on our Board of Directors. It is important to note that counties have the ability to change Board representatives and/or alternates at any point throughout the year subject to final appointment by the CSAC Executive Committee.

The new Board of Directors will meet during the annual conference, first by caucus (urban, suburban, and rural) to nominate CSAC Officers and Executive Committee members, and again as a full Board to elect the 2021-2022 Executive Committee and to conduct other Association business. Please note that under the CSAC Constitution, Executive Committee members are elected from the membership of the Board of Directors.

If you have any questions or need further information, please contact Korina Jones at (916) 327-7500 x 508 or by email at kjones@counties.org.

Enclosures

cc: 2020-2021 Board of Directors
Clerks, Board of Supervisors

California State Association of Counties
1100 K Street, Suite 101
Sacramento, CA 95814
Phone (916) 327-7500
Facsimile (916) 321-5047

NOMINATION OF CSAC BOARD OF DIRECTORS MEMBER FOR YEAR 2021 – 2022

The Board of Supervisors nominates the following named Supervisor(s) to a position on the CSAC Board of Directors for the 2021 – 2022 Association year beginning Monday, November 29, 2021.

County Name:

Director:

Alternate(s):

Name of individual completing form:

Does the Board of Directors member plan to attend the CSAC Annual Conference:

Yes: No:

PLEASE RETURN TO:
Korina Jones via email at: kjones@counties.org

CALIFORNIA STATE ASSOCIATION OF COUNTIES

Board of Directors

2020-2021

SECTION	President:	James Gore, Sonoma
U=Urban	First Vice President:	Ed Valenzuela, Siskiyou
S=Suburban	Second Vice President:	Chuck Washington, Riverside
R=Rural	Immediate Past President:	Lisa Bartlett, Orange

SECTION	COUNTY	DIRECTOR
U	Alameda County	Keith Carson
R	Alpine County	Terry Woodrow
R	Amador County	Richard Forster
S	Butte County	Debra Lucero
R	Calaveras County	Merita Callaway
R	Colusa County	Kent Boes
U	Contra Costa County	John Gioia
R	Del Norte County	Chris Howard
R	El Dorado County	Sue Novasel
U	Fresno County	Buddy Mendes
R	Glenn County	Keith Corum
R	Humboldt County	Virginia Bass
S	Imperial County	Raymond Castillo
R	Inyo County	Jeff Griffiths
S	Kern County	Zack Scrivner
R	Kings County	Craig Pedersen
R	Lake County	Bruno Sabatier
R	Lassen County	Chris Gallagher
U	Los Angeles County	Kathryn Barger
R	Madera County	David Rogers
S	Marin County	Damon Connolly
R	Mariposa County	Miles Menetrey
R	Mendocino County	John Haschak
S	Merced County	Scott Silveira
R	Modoc County	Ned Coe
R	Mono County	John Peters
S	Monterey County	Luis Alejo
S	Napa County	Diane Dillon
R	Nevada County	Heidi Hall

U	Orange County	Lisa Bartlett
S	Placer County	Bonnie Gore
R	Plumas County	Greg Hagwood
U	Riverside County	Chuck Washington
U	Sacramento County	Sue Frost
R	San Benito County	Bea Gonzalez
U	San Bernardino County	Janice Rutherford
U	San Diego County	Nora Vargas
U	San Francisco City & County	Rafael Mandelman
U	San Joaquin County	Chuck Winn
S	San Luis Obispo County	Bruce Gibson
U	San Mateo County	Carole Groom
S	Santa Barbara County	Das Williams
U	Santa Clara County	Susan Ellenberg
S	Santa Cruz County	Bruce McPherson
S	Shasta County	Leonard Moty
R	Sierra County	Lee Adams
R	Siskiyou County	Ed Valenzuela
S	Solano County	Erin Hannigan
S	Sonoma County	Lynda Hopkins
S	Stanislaus County	Vito Chiesa
R	Sutter County	Dan Flores
R	Tehama County	Robert Williams
R	Trinity County	Keith Groves
S	Tulare County	Amy Shuklian
R	Tuolumne County	Ryan Campbell
U	Ventura County	Kelly Long
S	Yolo County	Jim Provenza
R	Yuba County	Gary Bradford

ADVISORS

John Beiers, County Counsels' Association, Past President, San Mateo County
Frank Kim, California Association of County Executives, President, Orange County

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

BOARD STANDING COMMITTEES	NUMBER OF APPOINTMENTS	2021 APPOINTMENTS
Alternative Energy and Environment Committee	2	Supervisor Askew Supervisor Lopez
Budget Committee	2	Supervisor Alejo Supervisor Askew
Cannabis Standing Committee	2	Supervisor Lopez Supervisor Alejo
Capital Improvement Committee	2	Supervisor Phillips Supervisor Adams
Economic Opportunity Committee	2	Supervisor Adams Supervisor Phillips
Equal Opportunity Committee	2	Supervisor Alejo Supervisor Lopez
Health, Housing, Homelessness, and Human Services Committee	2	Supervisor Alejo Supervisor Lopez
Human Resources Committee	2	Supervisor Alejo Supervisor Askew
Legislative Committee	2	Supervisor Alejo Supervisor Askew
Monterey Urban County Standing Committee	2	Supervisor Phillips Supervisor Lopez
Water Resources Agency Joint Boards Leadership Committee	2	Supervisor Phillips Supervisor Lopez

AD HOC COMMITTEES	NUMBER OF APPOINTMENTS	2021 APPOINTMENTS
Animal Services Ad Hoc Committee	2	Supervisor Phillips Supervisor Lopez
COVID-19 Agricultural Ad Hoc Committee	2	Supervisor Alejo Supervisor Lopez
COVID-19 Communications Ad Hoc Committee	2	Supervisor Lopez Supervisor Askew
COVID-19 Hospitality Ad Hoc Committee	2	Supervisor Adams Supervisor Phillips
Downtown MOU Ad Hoc Committee	2	Supervisor Alejo Supervisor Askew
Fire and Emergency Medical Services Ad Hoc Committee	2	Supervisor Adams Supervisor Phillips
Natividad Medical Center Strategic Objectives Ad Hoc Committee	2	Supervisor Lopez Supervisor Phillips
AGENCIES, JPAs & MISC. APPOINTMENTS	**NUMBER OF APPOINTMENTS**	**2021 APPOINTMENTS**
3CE (Central Coast Community Energy) – Policy Board	1 *1 Alternate*	Supervisor Adams *Supervisor Phillips*
3CE (Central Coast Community Energy) – Operations Board	1 *1 Alternate*	Charles McKee *Nick Chiulos*
Arts Council for Monterey County	1	Supervisor Lopez

	1 Alternate	*Supervisor Alejo*
Association of Monterey Bay Area Governments (AMBAG)	2 *1 Alternate*	Supervisor Phillips Supervisor Adams *Supervisor Askew*
Behavioral Health Commission	1 *1 Alternate*	Supervisor Lopez *Supervisor Alejo*
California State Association of Counties (CSAC) Board of Directors	1 *1 Alternate*	Supervisor Alejo *Supervisor Askew*
Central California Alliance for Health (Santa Cruz-Monterey-Merced Managed Medical Care Commission)	1	Supervisor Askew
Children's Council of Monterey County	1 *1 Alternate*	Supervisor Askew *Supervisor Lopez*
Coalition of Homeless Services Providers Leadership Council	1	Supervisor Alejo
Community Corrections Partnership	1	Nick Chiulos
Community Alliance for Safety and Peace (CASP)	1 *1 Alternate*	Supervisor Alejo *Supervisor Phillips*
Community Restorative Justice Commission	1	Supervisor Phillips
Emergency Communications Policy Advisory Committee	2	Supervisor Lopez Supervisor Alejo
Emergency Medical Services Committee	2	Supervisor Phillips Supervisor Lopez
First 5 Monterey County	1	Supervisor Lopez
Golden State Financing Authority (GSFA)	1 *1 Alternate*	Supervisor Lopez *Supervisor Phillips*
Juvenile Justice Coordinating Council	1	Supervisor Phillips
Law Library Board of Trustees	1	Brian Briggs
Local Agency Formation Commission	2 *1 Alternate*	Supervisor Alejo Supervisor Lopez *Supervisor Askew*
Military & Veterans Affairs Advisory Commission	1	Supervisor Alejo
Monterey Bay Unified Air Pollution Control District	3 *1 Alternate*	Supervisor Phillips Supervisor Lopez Supervisor Askew *Supervisor Alejo*
Monterey County Convention and Visitors Bureau (MCCVB)	1	Supervisor Adams
Monterey County Parks Commission	1	Supervisor Adams
Monterey One Water	1 *1 Alternate*	Supervisor Phillips *Supervisor Askew*
Monterey Peninsula Water Management District	1 Resident District Supervisor	Supervisor Adams
Monterey Peninsula Water Supply Project Governance Committee	1 *1 Alternate*	Supervisor Adams *Supervisor Askew*
AGENCIES, JPAs & MISC. APPOINTMENTS - Continued	**NUMBER OF APPOINTMENTS**	**2021 APPOINTMENTS**
Monterey Regional Waste Management District	1	Supervisor Askew
Monterey-Salinas Transit (MST)	1 *1 Alternate*	Supervisor Alejo *Supervisor Askew*
Natividad Medical Center Board of Trustees	1	Supervisor Lopez
Parks Commission	1	Supervisor Adams

Pajaro Regional Flood Management Agency Board of Directors	1 *1 Alternate*	Supervisor Phillips *Supervisor Lopez*
Pajaro River Watershed Flood Prevention Authority	1	Supervisor Phillips
Remote Access Network Board	1	Supervisor Alejo
Rural County Representatives of California (RCRC)	1 *1 Alternate*	Supervisor Lopez *Supervisor Phillips*
Salinas Valley Recycles (Salinas Valley Solid Waste Authority)	2 *1 Alternate*	Supervisor Phillips Supervisor Lopez *Supervisor Alejo*
Seaside Groundwater Basin Watermaster	1 *1 Alternate*	Supervisor Adams *Supervisor Askew*
Transportation Agency for Monterey County (TAMC)	5 *(Each individual's alternate)*	Supervisor Alejo *Linda Gonzalez & Javier Gomez* Supervisor Phillips *Josh Stratton* Supervisor Lopez *Priscilla Barba* Supervisor Askew *Yuri Anderson* Supervisor Adams *Sarah Hardgrave* *Colleen Courtney*
Workforce Development Board	1	Supervisor Adams

Monterey County

Board Report

Legistar File Number: OBM 21-097

Item No.7

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

October 05, 2021

Introduced: 9/28/2021
Version: 1

Current Status: General Public Comments
Matter Type: Other Board Matters

General Public Comments

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

Monterey County

Item No.8

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

Board Report

Legistar File Number: 21-831

October 05, 2021

Introduced: 9/27/2021 **Current Status:** Scheduled AM

Version: 1 **Matter Type:** General Agenda Item

Receive a presentation from the Monterey County Health Department's Striving to Reduce Youth Violence Everywhere (STRYVE) Program, the City of Salinas' Community Safety Division and the Monterey County Administrative Office's (CAO) Office of Community Engagement and Strategic Advocacy to describe the strategies and results of their collaboration to prevent violence.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Receive a presentation from the Monterey County Health Department's Striving to Reduce Youth Violence Everywhere (STRYVE) Program, the City of Salinas' Community Safety Division and the Monterey County Administrative Office's (CAO) Office of Community Engagement and Strategic Advocacy to describe the strategies and results of their collaboration to prevent violence.

SUMMARY/DISCUSSION:
The Health Department's STRYVE program, City of Salinas Community Safety Division, the CAO's Office of Community Engagement and Strategic Advocacy, as well as members of the Community Alliance for Safety and Peace (CASP) began a partnership thirteen years ago to reduce and prevent violence in Salinas. This partnership has been successful in its contribution to significant declines in violent crime.

In 2021, the Monterey County Health Department's STRYVE program received a third, five-year grant from the Centers for Disease Control and Prevention (CDC) to prevent youth violence and teen dating violence. STRYVE has been led by the Monterey County Health Officer as Project Director since 2011, has been coordinated by a public health educator, and has funded staff from the Planning, Evaluation and Policy (PEP) unit to provide evaluation and data support. CDC has funded several strategies over the last ten years in Salinas including a bullying prevention program, a healthy relationship program called "Safe Dates" in the five Salinas high schools, the expansion of Partners for Peace "Strengthening Families Program," and "Crime Prevention through Environmental Design" (CPTED). CPTED is a community violence intervention that reduces the likelihood of crime by making changes to the environment, such as better lighting. As a member of the CASP coalition, STRYVE has led the Strategic Work Plan Committee and evaluated the impact of CASP on violence in Salinas and the County.

The City of Salinas Community Safety initiative is funded by the City of Salinas and Measure E to reduce violence. The initiative is led by the Community Safety Administrator, who is also the Director of CASP. Since its inception in 2008, CASP has been chaired by the Salinas Mayor and a member of the County Board of Supervisors. The coalition meets twice each month, featuring presentations and

opportunities for members to network. CASP employs a collective impact approach to align the work of 45 agencies contributing to declines in violence. These agencies represent many different sectors including law enforcement, the faith community, schools, and youth serving agencies. A third draft of the Strategic Work Plan is nearing completion, containing the goals and objectives that CASP members address, as well as evaluation results. Community Safety Division staff consists of the Community Safety Program Coordinator, Street Outreach Specialists, the Neighborhood Services Coordinator, and an Office Assistant. The Division also hosts California State University Monterey Bay Community Health and Human Services students and AmeriCorps VISTA interns. The Division's strategies to prevent violence include street outreach, the coordination of grantees funded by the California Violence Intervention and Prevention (Cal-VIP) grant and Community Leadership Academy programs for youth and adults.

The CAO's Office of Community Engagement and Strategic Advocacy is led by a Management Analyst III and funded by the County. This initiative began in 2013 with an emphasis on addressing the underlying conditions and root causes of violence and focused on system and gang impacted youth. In 2015, the Board of Supervisors approved the Action Plan to Build Safe and Thriving Communities, which adopts a public health approach rooted in the implementation of Governing for Racial Equity (GRE) strategies that apply racial equity assessment tools to identify opportunities for systemic change that will foster youth and family growth and progress. The Coordinator of this effort is a founding member of CASP and a member of the Strategic Work Plan Committee. The Office of Community Engagement and Strategic Advocacy has worked with coalitions in the City of Seaside and North and South County regions, assisting their local efforts to prevent and reduce violence. Through this work this initiative has established and led the parallel GRE Initiative with community and County teams, assisted the City of Seaside and King City in the development of their strategic plans for violence prevention, assisted the City of Greenfield Police Department with implementing organizational and infrastructural support to increase community safety and crime prevention, and assisted the North Monterey County Community Alliance to develop strategies for College and Career Readiness.

Analysis of local data reveal progressive improvements in crime rates:

- The number of victims of violent assaults per 1,000 youth in Salinas has declined by 57% since 2009.
- The number of violent crimes per 100,000 residents has declined by 36% in both Salinas and the County since 2009.
- The number of homicides in Salinas has dramatically declined over the last five years from a high of 40 homicides in 2015 to a low of eight in 2020.

However, in 2020 the number of victims of violent assaults per 1.000 youth in Salinas increased by 13%, requiring all partners to increase their efforts to attempt to return the violent crime rate to pre-pandemic levels. All three partners agree that violence prevention efforts are working and that the public health approach to violence prevention should continue. Future success in reducing local crime rates will depend on ongoing support.

This work supports the Monterey County Health Department's 2018-2022 Strategic Plan Initiatives: 1. Empower the community to improve health through programs, policies, and activities; and 2.

Enhance public health and safety through prevention. Additionally, this work supports three of the ten essential public health services: 1. Monitor health status to identify and solve community health problems; 2. Inform, educate, and empower people about health issues; and 4. Mobilize community partnerships and action to identify and solve health problems.

OTHER AGENCY INVOLVEMENT:
The Monterey County Health Department's STRYVE Program has collaborated with the City of Salinas' Community Safety Division and the Monterey County Administrative Office's Office of Community Engagement and Strategic Advocacy, through the Community Alliance for Safety and Peace (CASP).

FINANCING:
The Health Department's STRYVE Youth Violence Prevention Program is funded by the Centers for Control and Prevention (CDC) and received a new grant that began September 1, 2021 and ends in 2026.

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: Linda McGlone, Senior Health Educator,755-4619

Approved by:

_____Date:_____
Elsa Mendoza Jimenez, Director of Health, 755-4526

Attachment:
PowerPoint Presentation

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Monterey County

Board Report

Legistar File Number: 21-831

Item No.

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

October 05, 2021

Introduced: 9/27/2021
Version: 1
Current Status: Agenda Ready
Matter Type: General Agenda Item

Receive a presentation from the Monterey County Health Department's Striving to Reduce Youth Violence Everywhere (STRYVE) Program, the City of Salinas' Community Safety Division and the Monterey County Administrative Office's (CAO) Office of Community Engagement and Strategic Advocacy to describe the strategies and results of their collaboration to prevent violence.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Receive a presentation from the Monterey County Health Department's Striving to Reduce Youth Violence Everywhere (STRYVE) Program, the City of Salinas' Community Safety Division and the Monterey County Administrative Office's (CAO) Office of Community Engagement and Strategic Advocacy to describe the strategies and results of their collaboration to prevent violence.

SUMMARY/DISCUSSION:
The Health Department's STRYVE program, City of Salinas Community Safety Division, the CAO's Office of Community Engagement and Strategic Advocacy, as well as members of the Community Alliance for Safety and Peace (CASP) began a partnership thirteen years ago to reduce and prevent violence in Salinas. This partnership has been successful in its contribution to significant declines in violent crime.

In 2021, the Monterey County Health Department's STRYVE program received a third, five-year grant from the Centers for Disease Control and Prevention (CDC) to prevent youth violence and teen dating violence. STRYVE has been led by the Monterey County Health Officer as Project Director since 2011, has been coordinated by a public health educator, and has funded staff from the Planning, Evaluation and Policy (PEP) unit to provide evaluation and data support. CDC has funded several strategies over the last ten years in Salinas including a bullying prevention program, a healthy relationship program called "Safe Dates" in the five Salinas high schools, the expansion of Partners for Peace "Strengthening Families Program," and "Crime Prevention through Environmental Design" (CPTED). CPTED is a community violence intervention that reduces the likelihood of crime by making changes to the environment, such as better lighting. As a member of the CASP coalition, STRYVE has led the Strategic Work Plan Committee and evaluated the impact of CASP on violence in Salinas and the County.

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Prepared by: Linda McGlone, Senior Health Educator,755-4619

Approved by:

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Elsa Mendoza Jimenez, Director of Health, 755-4526

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Attachment:
PowerPoint Presentation

10 years of violence prevention:
Strategies, Results and Challenges

COUNTY OF MONTEREY
Health Department and County Administrative Office

CASP
COMMUNITY ALLIANCE FOR SAFETY & PEACE

CITY OF SALINAS
Community Safety Division

I. Introduction

Getting Started

Three Initiatives to reduce and prevent violence

- City of Salinas Community Safety Division
- Monterey County Health Department's STRYVE Youth Violence Prevention Program
- Monterey County Office of Community Engagement and Strategic Advocacy – County Gang Violence Prevention Initiative

Alisal Trojan Soccer Team, 2013

History

- **March 2008**
  The Children's Council of Monterey County established the Violence Prevention Subcommittee.

- **April 2008**
  The City of Salinas forms the Community Safety Alliance

- **November 2008**
  The groups agree to unify efforts to promote peace and safety under the name the **Community Alliance for Safety and Peace**.

Problem of Violent Crime in Salinas, in 2011

California Cities	Crime rate per 100,000
San Jose	335.0
Los Angeles	522.4
King City	537.4
Fresno	582.4
Salinas	**732.5**
Oakland	1,682.7

City of Salinas Community Safety Program

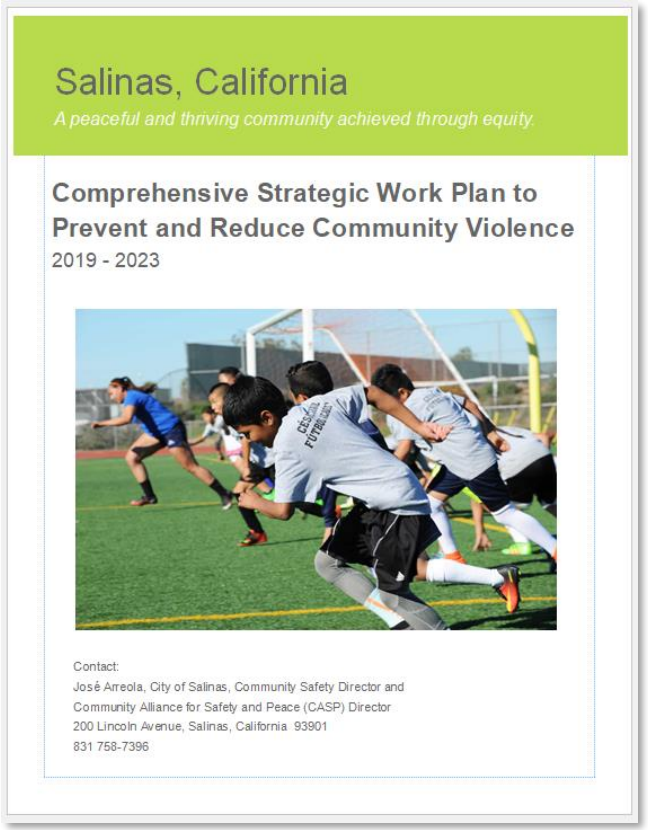
- Backbone Staffing for CASP
- **Strategic Plan Development**
- Violence Prevention Grant Writing and Management
- **Community Leadership Academy Programs**
- Street Outreach Program

The Community Alliance for Safety and Peace

CASP
COMMUNITY ALLIANCE FOR SAFETY & PEACE

- Professional Networking and Learning Community
- Aligning efforts to reduce violence using a strategic plan plus a Prevention, Intervention, Enforcement and Re-entry approach.
- **Backbone Agency:** City of Salinas Community Safety Division
- **CASP General Assembly:** Meets the First and Third Wednesday of every Month

Salinas Comprehensive Violence Reduction Plan


Salinas, California

A peaceful and thriving community achieved through equity.

Comprehensive Strategic Work Plan to Prevent and Reduce Community Violence

2019 - 2023

Contact:
José Arreola, City of Salinas, Community Safety Director and
Community Alliance for Safety and Peace (CASP) Director
200 Lincoln Avenue, Salinas, California 93901
831 758-7396

- Community Listening session results created goals and objectives
- Strategies from CASP members linked to Plan objectives
- Collective Impact approach
- Action Plan used to identify gaps in services

Violence Prevention Initiative: STRYVE

- CDC funded local health departments
- Address youth, teen dating and intimate partner violence in Salinas
- Public health approach to prevent violence at individual and community levels

Public Health Roles in City-led Coalition

- Provided training
- Emphasis on prevention
- Tracks data and conducts evaluation
- Leads strategic planning

Monterey County: Action Plan for Building Safe & Thriving Communities

MC
GVP

- Adopted by the Board of Supervisors on June 9, 2015
- Collective Impact Model for coordination and collaboration
- Adopts a Racial Equity lens to addressing systemic inequities

Focus Areas

MC
GVP

- *County Government:*
  - Alignment of resources to leverage support of existing local violence prevention and intervention efforts
  - Develop funding partnerships
- *General Public*
  - Increase community awareness of Initiative and supported efforts
  - Support Community-based Action
- *Community Engagement of Vulnerable Populations*
  - Establish and maintain continuous, meaningful community engagement with impacted communities
  - Support primary, secondary and tertiary prevention strategies/programs

II. Strategies

Prevention, Intervention, Enforcement and Re-entry

City - Street Outreach Program

Providing resources, experiences, advocacy and opportunities to high-risk, gang impacted youth to help keep them alive and out of the prison system

- Ages 13-24
- Participation is voluntary

City of Salinas Cal-VIP 2020-2023 - $1.5M

- Rancho Cielo Tiny Home Project
- California Youth Outreach READY Program
- Evaluation by the STRYVE program of the Monterey County Health Department

RANCHO CIELO
Building Skills. Transforming Lives.

California Youth Outreach

Strengthening Families

- Evidence-based, parenting program
- ↑ percentage of Spanish language classes in Salinas
- Increase enrollment of families outside of juvenile justice system

Safe Dates

- Evidence based teen dating abuse prevention program
- In the 5 high schools, continuation school and juvenile detention centers
- Emphasis on healthy, teen relationships

Crime Prevention through Environmental Design (CPTED)

- Evidence based, environmental change program
- Youth led in high schools and surrounding neighborhoods
- Assess, report problems to public agency for correction and follow-up

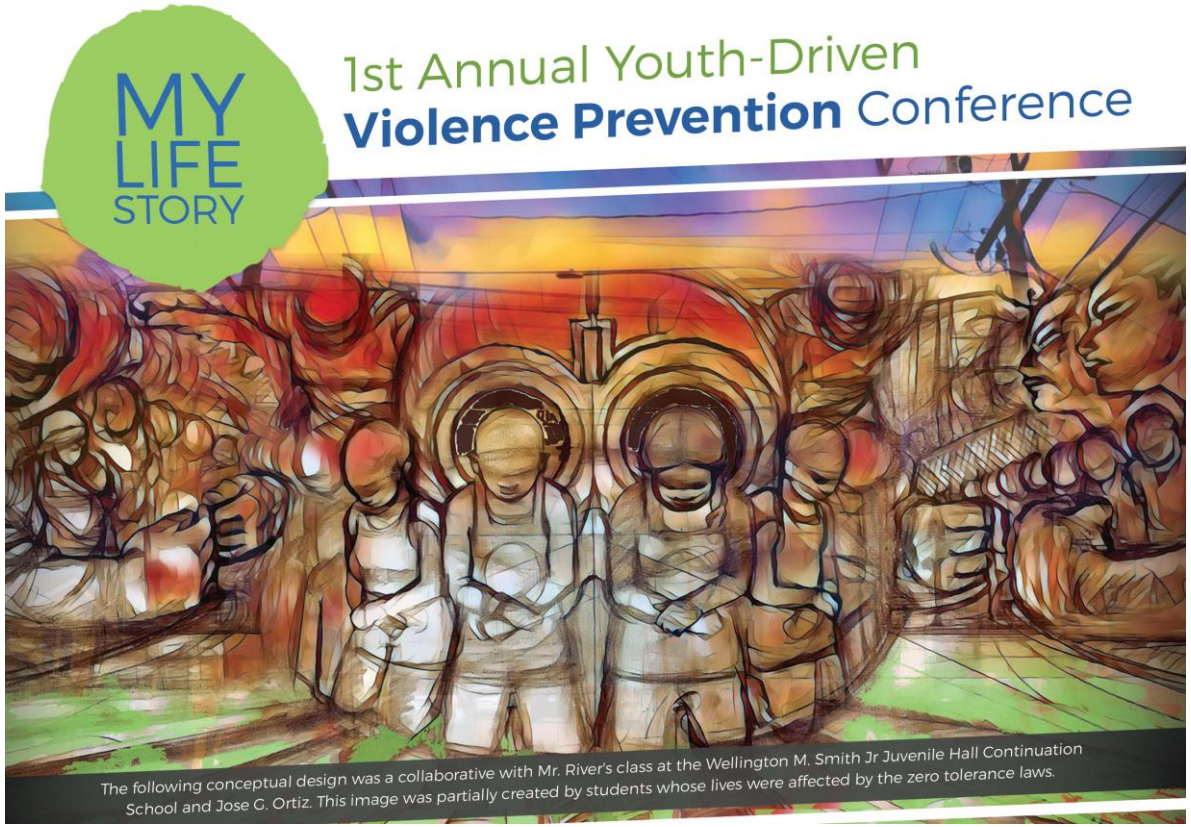
MC GVP

Strategies

- Seaside Police Department: SNAACK Van
- City of Seaside Youth Employment Program
- City of Greenfield Crime Prevention and Victims of Crime support

MC
GVP

Strategies



- Annual Youth Violence Prevention Conference: MY LIFE STORY
- North Monterey County Community Alliance: College & Career Pathways
- City of Seaside Youth Violence Prevention Task Force: Strategic Plan
- City of King: Youth Violence Prevention Strategic Plan

MC
GVP

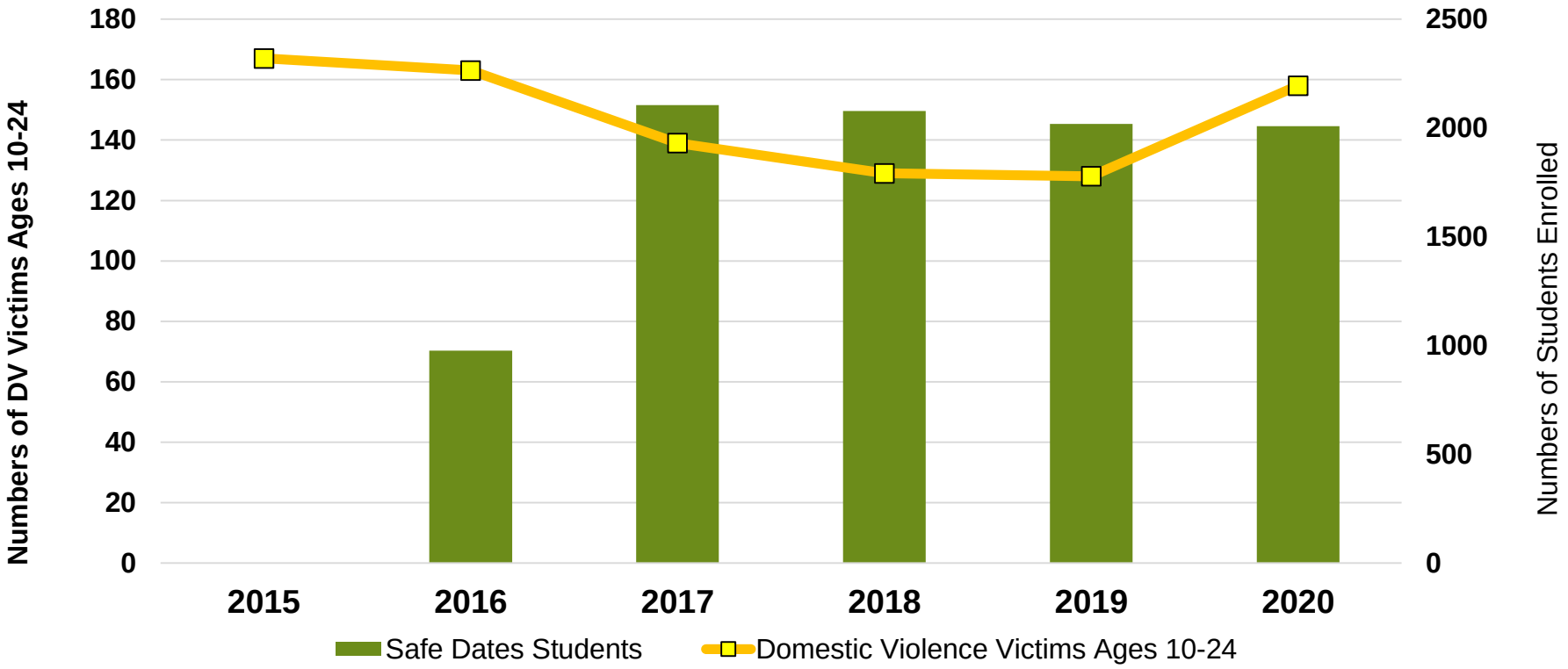
Victim Services Project of Monterey County

- Forensic Training
- SART Support & Advocacy
- Victims of Crime Services
- Domestic Violence: Counseling, System Navigation & Legal Services
- Juvenile Hall: Support & Advocacy
- Foster Care Youth: Volunteer Training, Coordination & Youth Support
- Crime Prevention

III. Results and Challenges

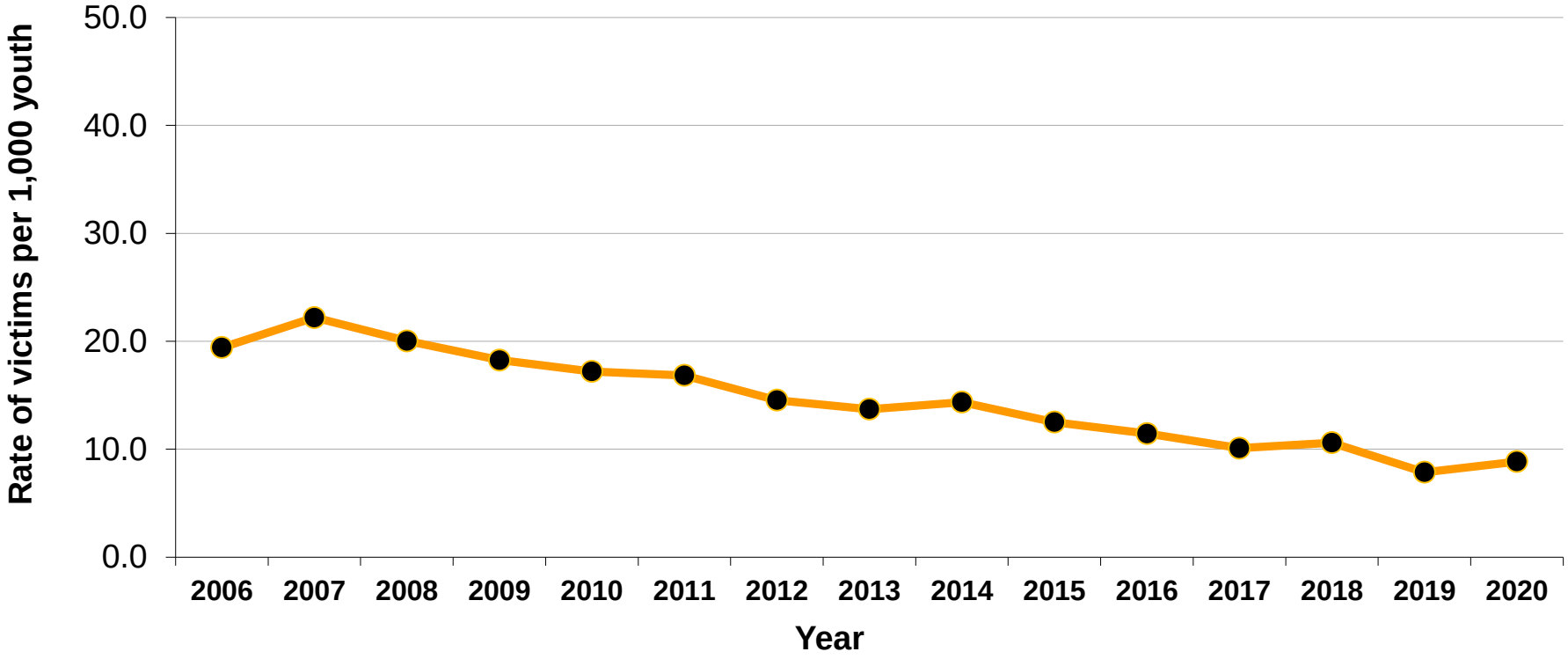
Crime Data from Salinas Police Department

Domestic Violence Victims Ages 10-24 and Safe Dates Student Totals by Year, in Salinas



Source: Safe Dates 2019 Data Analysis performed by Monterey County Health Department, Planning Evaluation and Policy Unit, July 2021

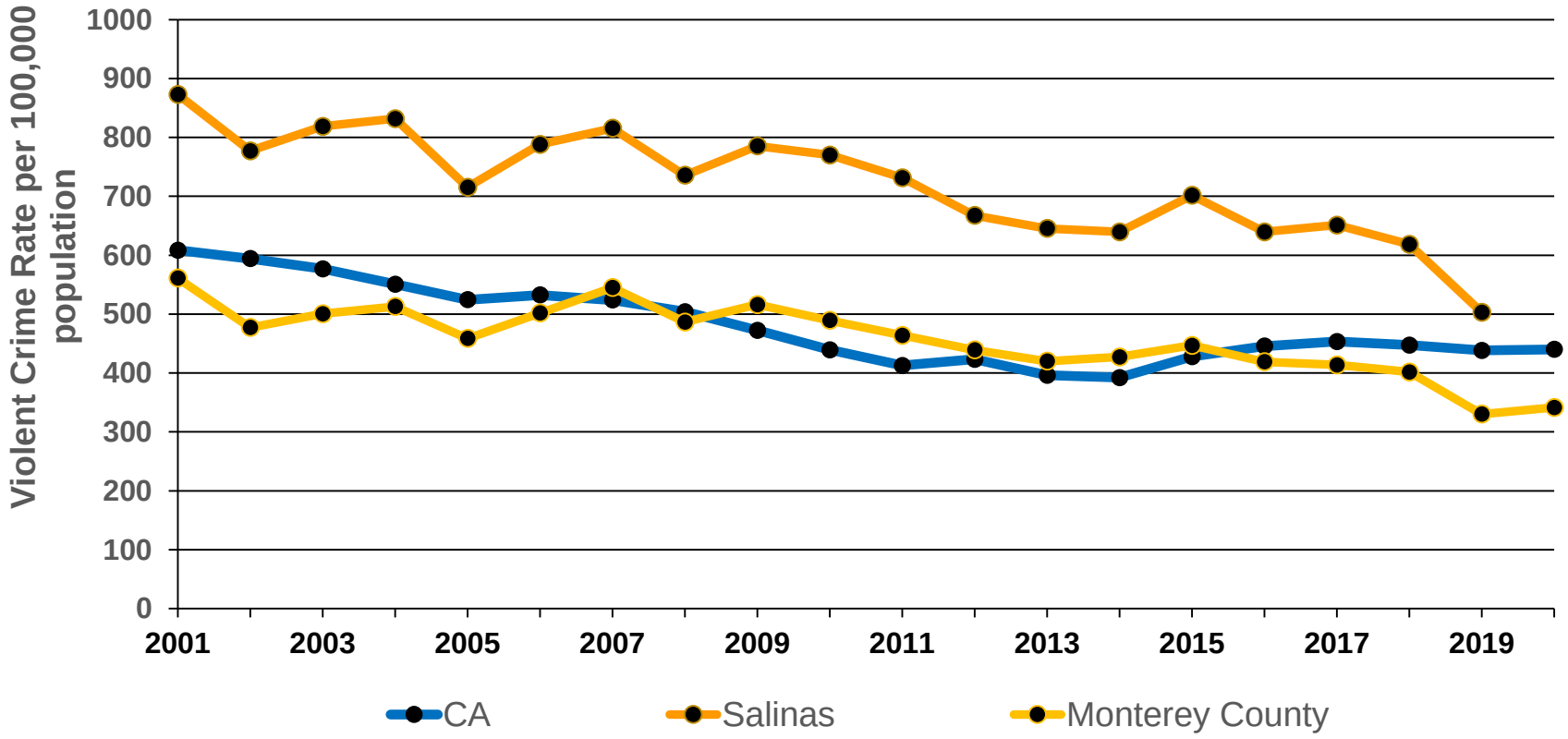
Youth Victims of Violent Assaults Salinas CA (2006 – 2020)



Note: Statistically significant decrease in the violent assault rate of youth ages 10-24 in Salinas from 2006 ($p<0.001$).

Source: Salinas Police Department, 2006-2020; and American Factfinder, US Census Bureau.
Prepared for: STRYVE Monterey County Health Department (MCHD), July 2021. Prepared by: MCHD Planning, Evaluation, and Policy Unit Note: Youth = ages 10-24

Violent Crime Rate for California, Monterey County & Salinas CA (2001 – 2020)

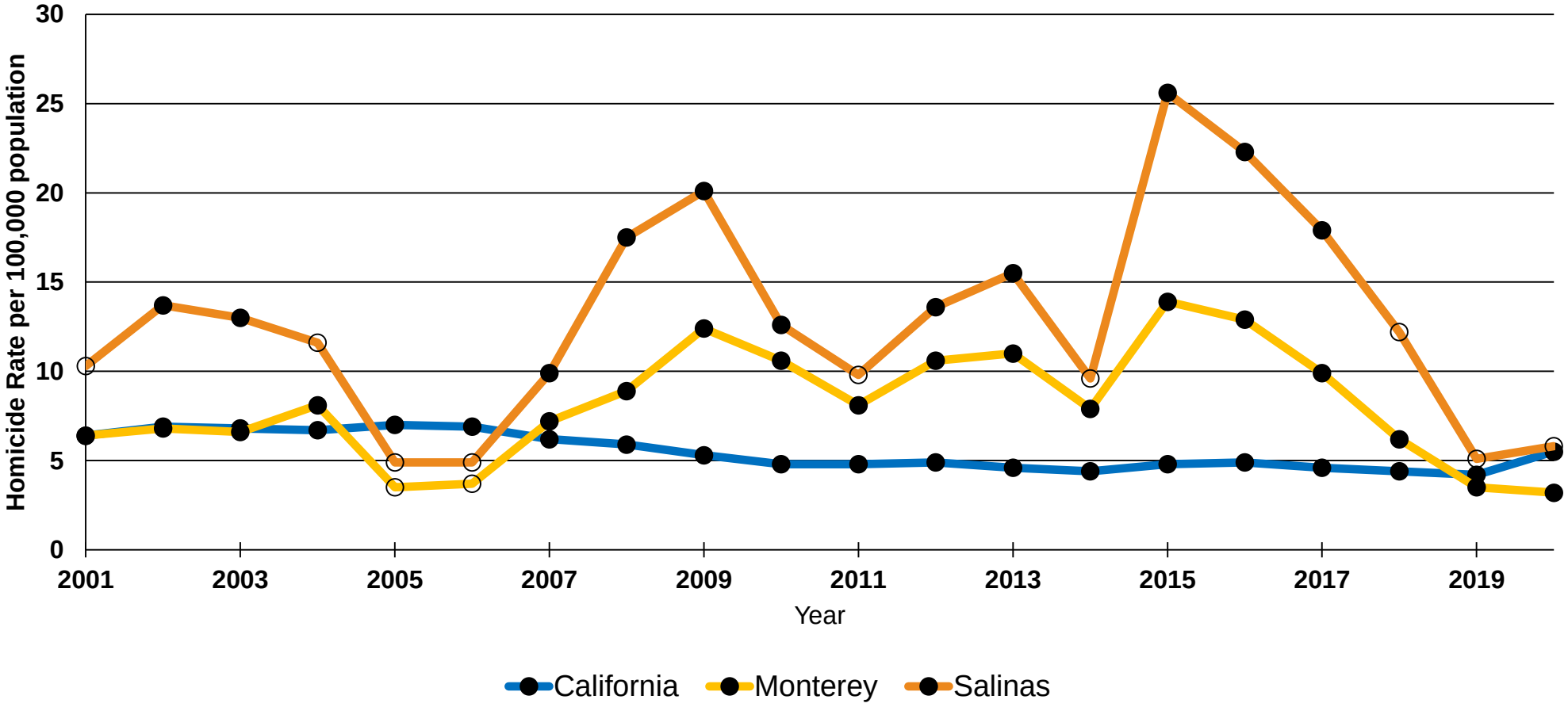


Statistically significant decrease in violent crime rate in Salinas from 2001 through 2019 ($p<0.0001$)

Source: Homicides CA and Monterey County: State of California Office of Attorney General, Criminal Justice Statistics. Salinas: FBI Uniform Crime Report. Population: US Census Bureau. Note; Salinas is not yet available for 2020.

Prepared for: STRYVE Monterey County Health Department (MCHD), 2020. Prepared by: MCHD Planning, Evaluation, and Policy Unit. September 2021

Homicide Rates for California, Monterey County, and Salinas CA (2001 – 2020)



Note: Point markers lacking solid fill represent statistically unstable estimates. Interpret with caution.

Source: Homicides CA and Salinas: FBI Uniform Crime Report. Monterey County: State of California Office of Attorney General, Criminal Justice Statistics. Population: US Census Bureau.
Prepared for: STRYVE Monterey County Health Department (MCHD), 2020. Prepared by: MCHD Planning, Evaluation, and Policy Unit. September 2021

Recommendations

- Invest in health equity for all residents
- Economic and workforce development for a living wage
- Early childhood initiatives for return on investment
- Prioritize support services to re-entry population
- Continue to support violence prevention

Thank you!!

Introduced: 9/22/2021 **Current Status:** Scheduled PM

Version: 1 **Matter Type:** General Agenda Item

a. Receive an update on the County Habitat Resource Management Plan for the former Fort Ord;
b. Consider authorizing the Housing and Community Development Department to utilize the County Habitat Management Funds, Fund 029, to fund the development of the County Habitat Resource Management Plan for properties owned by the Monterey Peninsula College;
c. Consider and provide input to the Public Participation Plan; and
d. Provide direction to staff.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Receive an update on the County Habitat Resource Management Plan for the former Fort Ord;
b. Authorize the Housing and Community Development Department to utilize the County Habitat Management Funds, Fund 029, to fund the development of the County Habitat Resource Management Plan for properties owned by the Monterey Peninsula College;
c. Provide input to the Public Participation Plan; and
d. Provide direction to staff.

SUMMARY:
On April 20, 2021, the Board of Supervisors (Board) approved a Professional Services Agreement (A-15192) with a consultant to assist the County in completing a Habitat Resource Management Plan (RMP) on former Fort Ord lands owned by the County (approximately 1,500 acres) and owned by Monterey Peninsula College (MPC - approximately 200 acres). To date, the County has had a kick-off meeting with the consultant to outline the project timeline and review the draft Public Participation Plan (PPP) (Attachment A). Staff also met with the U.S. Fish &Wildlife Service (USFWS), California Department of Fish & Wildlife (CDFW), and the Bureau of Land Management (BLM) to discuss our RMP approach and obtain input from their respective agencies. USFWS and CDFW must approve the final plan, and thus far are in agreement with the County's approach and the project timeline. The PPP identifies the plan to engage in various stakeholders and guide the public outreach efforts by allowing the public to provide input into the RMP.

The Board Report from the April 20th discussed the proposed work to complete the RMP and the financial status of MPC. Staff outlined that the County would work with MPC to determine the amount and source of MPC's fair share funding contribution toward habitat management. Since April, the County had several meetings with MPC to coordinate a right of entry for the RMP work and discuss MPC's funding contribution to habitat management. A Right of Entry (ROE) Agreement has been entered into between MPC and the County (Attachment B) to allow the work to commence. Staff is still working to determine what MPC's fair share contribution amount would be and a letter

from MPC was received indicating that they currently do not have any funds to pay for such habitat management activities and are reaching out to the County to determine what the fair share contribution would be considering MPC's circumstance (Attachment C). Prior to the County's consultant performing any surveys or tasks with respect to MPC's properties, staff is providing this update to the Board regarding MPC's funding status.

Staff is seeking Board input regarding the PPP and Board affirmation for County to initiate RMP work on MPC's properties while County and MPC continue to negotiate MPC's fair share contribution.

DISCUSSION:
See Attachment D for a detailed discussion and background.

OTHER AGENCY INVOLVEMENT:
According to the Installation-Wide Multispecies Habitat Management Plan for the former Fort Ord, the RMP must be submitted to USFWS and CDFW for approval. Following approval of the RMP, an annual habitat management implementation report must be provided to BLM. Therefore, the County is working in coordination with these agencies to ensure they are in agreement with the process moving forward as the County completes the RMP. County staff has met with USFWS and BLM to discuss the scope of work and project timeline of the RMP. County staff will work with USFWS, BLM, CDFW and MPC on the Draft PPP and obtain their input to ensure they agree with the various timings of outreach. Ultimately, prior to the approval of the RMP, USFWS and CDFW will review the RMP to ensure consistency with regulations for habitat management. MPC will also be reviewing the RMP as they will be responsible for implementation of the RMP on their own property.

FINANCING:
Funding for the Professional Services Agreement as it relates to the property owned by the County is included in the Habitat Management Program, FY 2021-22 Adopted Budget for Fund 029 Appropriation Unit HCD009. Funding for the staff time associated with these projects in FY 2021-22 will be reimbursed to the General Fund from the Proposed Budget for Housing and Community Development Fund 029, Habitat Management Program Appropriation Unit HCD009. Funding for the PSA is included in the Habitat Management Program FY 2021-22 Adopted Budget for Fund 029 Appropriation Unit HCD009.

Staff recommends the Board authorize the HCD to utilize these funds to also cover the cost to complete the RMP on behalf of MPC, allowing the planning work to advance while staff continues to work with MPC to determine the amount and source of MPC's fair share contribution for habitat management.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The recommendation of this report supports the Board of Supervisors' Economic Development, Administration and Infrastructure Strategic Initiatives by ensuring timely compliance and effective resource management to enable HCD to complete critical habitat planning work for the long-term benefit of the County.

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

Prepared by: Jacquelyn M. Nickerson, Management Analyst II, (831) 755-5240
Reviewed by: Shandy Carroll, Management Analyst III
Approved by: Melanie Beretti, HCD Services Manager
Approved by: Erik Lundquist, AICP, HCD Director

The following attachments are on file with the HCD:
Attachment A - HRMP Public Participation Plan
Attachment B - Right of Entry Agreement with MPC
Attachment C - Letter from MPC Regarding Funding
Attachment D - Detailed Discussion, including:

- Attachment 1 - Maps
- Attachment 2 - Assessment EG-PF Land Use Modifications
- Attachment 3 - Agreement Regarding Public Safety Officer
- Attachment 4 - Land Swap Agreement
- Attachment 5 - FORA Transition Plan

Introduced: 9/22/2021 **Current Status:** Agenda Ready

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See Attachment D for a detailed discussion and background.

OTHER AGENCY INVOLVEMENT:
According to the Installation-Wide Multispecies Habitat Management Plan for the former Fort Ord, the RMP must be submitted to USFWS and CDFW for approval. Following approval of the RMP, an annual habitat management implementation report must be provided to BLM. Therefore, the County is working in coordination with these agencies to ensure they are in agreement with the process moving forward as the County completes the RMP. County staff has met with USFWS and BLM to discuss the scope of work and project timeline of the RMP. County staff will work with USFWS, BLM, CDFW and MPC on the Draft PPP and obtain their input to ensure they agree with the various timings of outreach. Ultimately, prior to the approval of the RMP, USFWS and CDFW will review the RMP to ensure consistency with regulations for habitat management. MPC will also be reviewing the RMP as they will be responsible for implementation of the RMP on their own property.

FINANCING:
Funding for the Professional Services Agreement as it relates to the property owned by the County is included in the Habitat Management Program, FY 2021-22 Adopted Budget for Fund 029 Appropriation Unit HCD009. Funding for the staff time associated with these projects in FY 2021-22 will be reimbursed to the General Fund from the Proposed Budget for Housing and Community Development Fund 029, Habitat Management Program Appropriation Unit HCD009. Funding for the PSA is included in the Habitat Management Program FY 2021-22 Adopted Budget for Fund 029 Appropriation Unit HCD009.

Staff recommends the Board authorize the HCD to utilize these funds to also cover the cost to complete the RMP on behalf of MPC, allowing the planning work to advance while staff continues to work with MPC to determine the amount and source of MPC's fair share contribution for habitat management.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The recommendation of this report supports the Board of Supervisors' Economic Development, Administration and Infrastructure Strategic Initiatives by ensuring timely compliance and effective resource management to enable HCD to complete critical habitat planning work for the long-term benefit of the County.

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

Prepared by: Jacquelyn M. Nickerson, Management Analyst II, (831) 755-5240
Reviewed by: Shandy Carroll, Management Analyst III
Approved by: Melanie Beretti, HCD Services Manager
Approved by: Erik Lundquist, AICP, HCD Director

DS
El

The following attachments are on file with the HCD:
Attachment A - HRMP Public Participation Plan
Attachment B - Right of Entry Agreement with MPC
Attachment C - Letter from MPC Regarding Funding
Attachment D - Detailed Discussion, including:

- Attachment 1 - Maps
- Attachment 2 - Assessment EG-PF Land Use Modifications
- Attachment 3 - Agreement Regarding Public Safety Officer
- Attachment 4 - Land Swap Agreement
- Attachment 5 - FORA Transition Plan

Attachment A

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DRAFT
PUBLIC PARTICIPATION PLAN

COUNTY OF MONTEREY
FORT ORD HABITAT
RESOURCE MANAGEMENT PLAN

SEPTEMBER 2021

PREPARED FOR:

PREPARED BY:

Denise Duffy & Associates, Inc.
Contact: Erin Harwayne, AICP
947 Cass St. Suite 5
Monterey, California 93940

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1.0 INTRODUCTION

The U.S. Army's decision to close and dispose of the Fort Ord military base was considered a major federal action that could affect listed species under the federal Endangered Species Act (ESA). In 1993, the U.S. Fish and Wildlife Service (Service) issued a Biological Opinion (BO) on the disposal and reuse of former Fort Ord requiring that a Habitat Management Plan be developed and implemented to reduce the incidental take of listed species and loss of habitat that supports these species. As a result, the U.S. Army prepared the *Installation-Wide Multispecies Habitat Management Plan for Former Fort Ord, California* (HMP) in 1997. The Fort Ord Reuse Authority (FORA) was in the process of preparing a Fort Ord Habitat Conservation Plan (HCP) to support the issuance of base-wide incidental take permits, which incorporated the habitat requirements of the HMP. However, the base-wide permitting effort was discontinued, and the Fort Ord HCP is no longer proposed. As a result, the Service requested that the local jurisdictions initiate the steps necessary to comply with the approved HMP. Therefore, the County of Monterey (County) is preparing a site-specific Habitat Resource Management Plan (RMP or County RMP) to comply with the HMP.

This Public Participation Plan (PPP or Plan) summarizes the strategies to engage the public and other interested parties in the development of the proposed RMP. The implementation of this PPP for the RMP is the responsibility of the County. This Plan is intended to guide the public outreach efforts of the County and the project consultants. Goals and guiding principles for public participation and community outreach are described below, followed by a summary of specific outreach methods to be used during the development of the proposed RMP. The public participation program may evolve and change from that published in the Final PPP at the County's discretion to meet the project needs and accommodate varying circumstances.

2.0 PUBLIC PARTICIPATION PLAN OVERVIEW

2.1 Purpose

The purpose of the engagement and outreach strategies and activities presented in this Plan is to provide local communities, residents, stakeholders, interested parties, and other affected agencies and/or individuals with opportunities to become actively involved in the development of the County RMP. The public engagement and outreach program in this Plan will assist the County in both providing timely information to and receiving input from interested parties during the RMP process.

2.2 Public Participation Plan Goals and Guiding Principles

The goal of this PPP is to provide a robust opportunity for public participation in the development of the RMP. Public outreach and early coordination with stakeholders will be an important part of the development of the proposed RMP. Public outreach will be done in accordance with vision and values of the County Housing and Community Development (HCD), as stated below, and the County's Community Engagement Guide included as Appendix B to the Title VI-Civil Rights Act of 1964 Countywide Implementation Plan (December 2017), which can be found online at: https://www.co.monterey.ca.us/home/showdocument?id=59883. The Community Engagement Guide provides approaches to comprehensively involve the community to ensure that all groups are represented

and their needs are met. The HCD vision and values and Community Engagement Guide provide guiding principles for public outreach.

HCD Vision

- The Vision of the Monterey County Housing and Community Development is to enhance the quality of life and economic health of the community by providing responsive, efficient, and high quality public services and to promote good stewardship of natural and man-made resources.

HCD Values

- Honesty, hard work, and ethical behavior
- Transparency and Accountability
- Communication and Coordination with the public and partner agencies
- Empower staff and recognize superior performance
- Equitable treatment and respect of all constituents
- Excellence in service delivery

Community Engagement Guide – Community Engagement Spectrum

Inform – to provide the public with balanced and objective information to understand the problem, opportunities and/or solutions

Consult – to obtain and consider public input at set points in the process

Involve – to work directly with the public and consider their input throughout the process

Collaborate – to partner with the public in key activities and decisions during the process

The County is committed to providing the opportunity for public input with respect for the diversity of views expressed and to consider suggestions and concerns. Outlined below are the County's commitment to stakeholders:

- Provide opportunities for public comment on project documents, such as the RMP and supporting studies.
- Schedule public meetings to update community members on the progress of the project and answer community members' questions.
- Provide a website with project fact sheets and informational updates.
- Include multi-lingual translations of materials on the RMP website.
- Address comments and concerns at public meetings and events.
- Explain technically complex documents in public meetings.
- Develop and distribute information fact sheets to benefit community awareness, understanding, and education.

- Inform the public about meetings, events, document review, and public access via County's official website, social media platforms and local media outlets.
- Inform local community groups about the RMP.
- Be responsive to community members and stakeholders for the RMP.
- Coordinate with the local governments and regulatory agencies in their corresponding public meetings and other community activities.
- Be available to speak to local community groups about the RMP.
- Regularly inform stakeholders and political leadership about the RMP.
- Frequently review program goals.

2.3 Plan Implementation

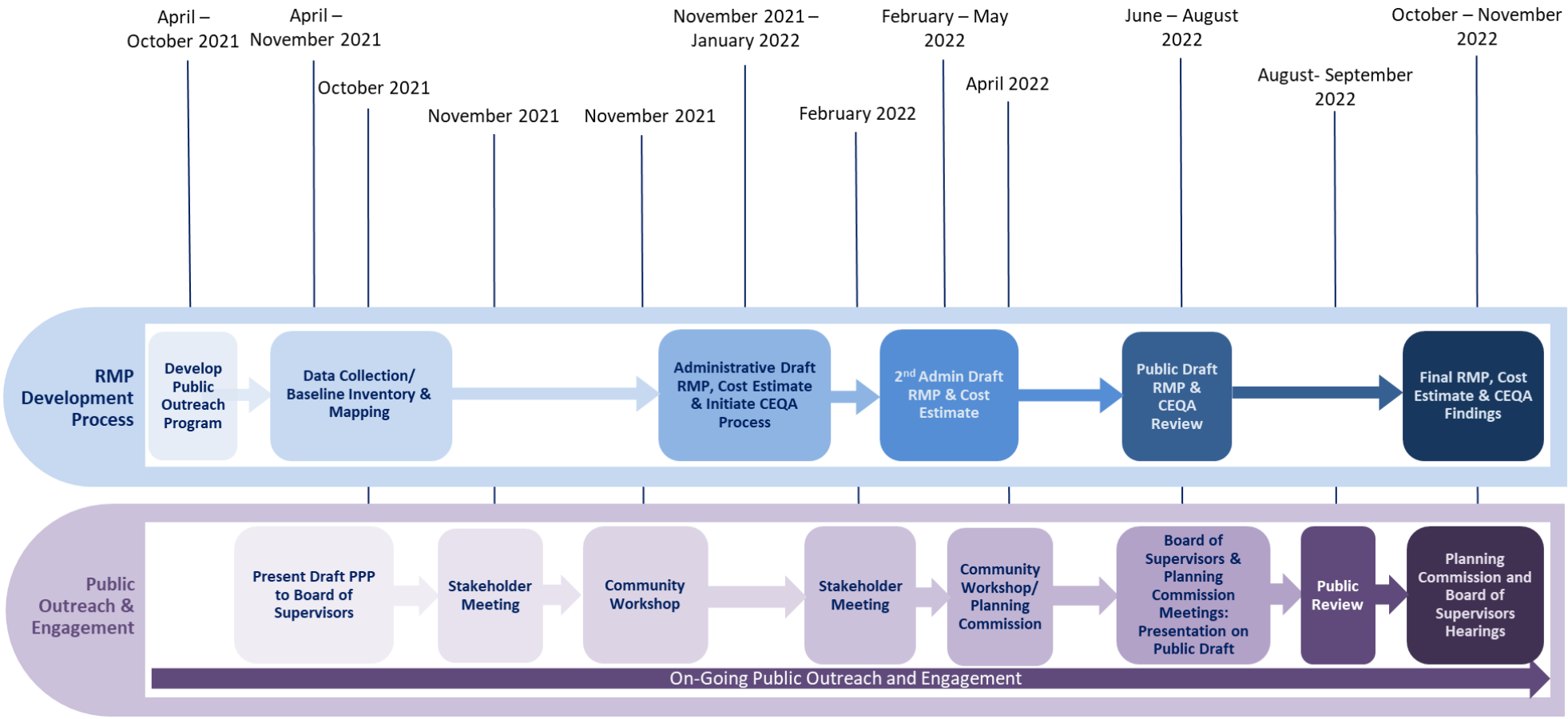
Throughout the PPP, the County will employ various methods to track and evaluate process effectiveness. Such methods include documenting, tallying, and responding to calls, emails, and public comment; documenting and posting comments and responses to comments; and documenting impact metrics, such as community meeting attendance, social media engagement, website analytics, and print/electronic media publications. Community members and stakeholders are encouraged to share PPP experiences and suggest potential improvements with the project team. Inevitably, differences in opinions will emerge during the RMP process. The County and the project team will communicate information, listen openly to concerns and views, and respond thoughtfully.

3.0 OVERVIEW OF THE RMP PROCESS

The tentative project schedule, **Figure 1,** shows a brief overview of the development and planning process for the County RMP and how it connects to the outreach activities that are addressed in more detail in Section 6. The development of the proposed RMP is an iterative process informed by data collected, requirements of the HMP, input from the resource agencies, public comments, and professional standards. The development of the RMP is summarized as follows:

- Develop public outreach program.
- Collect data and prepare baseline inventory/maps.
- Prepare Administrative Draft RMP, Cost Estimate, and Initiate California Environmental Quality Act (CEQA) Process.
- Prepare 2nd Administrative Draft RMP and Cost Estimate.
- Prepare Public Draft RMP and CEQA Review.
- Prepare Final RMP, Cost Estimate, and CEQA Findings.

Figure 1. Tentative Project Schedule



4.0 PUBLIC INVOLVEMENT

4.1 Public Participation Principles

As outlined in Section 2.2 above, the County has developed a set of guiding principles related to community outreach and participation. These core principles will be followed during the development of the RMP.

5.0 GENERAL OUTREACH INFORMATION

5.1 Outreach Coordinator

The role of the Outreach Coordinator will be to serve as a central contact for the public and the stakeholders for the RMP. For this project, the Outreach Coordinator is also the Project Manager and will participate in and help coordinate all facets of the implementation of this PPP. Anyone seeking information on the RMP should contact:

Jacquelyn M. Nickerson
Housing and Community Development Department
1441 Schilling Place – South, 2nd Floor
Salinas, CA 93901
(831) 755-5240
nickersonj@co.monterey.ca.us

6.0 PUBLIC PARTICIPATION PLAN

This PPP focuses on identifying and addressing issues and community concerns related to the County RMP. The principles outlined in Section 2.2 will be implemented through the specific methods of communication, participation, and outreach activities described below. In this way, the County is committed to helping the public to quickly and easily identify ways to become informed about or involved in the project process. Each method listed below includes a brief description along with an estimate of the following timing/project milestone indicator:

- Timing/Project Milestone: Indicates the best estimate of target date(s) or project milestone(s) of the process in which the method will be used.

6.1 Project Notification List

The County will research potential interested parties (e.g., stakeholders and public agencies) and compile an initial contact list. The notification list will be used as a means to notify interested parties of upcoming events and of postings of new materials on the project website. Persons will be added to the notification list throughout the project process and may sign up by sending a request to the Outreach Coordinator by emailing nickersonj@co.monterey.ca.us or calling (831) 755-5240.

- Timing/Project Milestone: Notification list will be completed in September and updated as needed during the project

6.2 Meetings and Public Presentations

The following sections detail the meetings and public presentations that are anticipated as part of this PPP. Due to the ongoing COVID-19 pandemic, meetings and presentations may be virtual, in-person, or hybrid to ensure public input at various levels of pandemic restrictions.

6.2.1. Planning Commission and Board of Supervisors Presentations

County staff will present to the County Planning Commission (PC) and/or Board of Supervisors (BOS) in three (3) public meetings to solicit input on the Draft PPP, provide an overview of the RMP, updates on project status, and receive County and public comments/feedback during the development of the RMP.

- Timing/Project Milestone(s):
    - Present and Solicit Input on Draft PPP – BOS in October 2021
    - Present and Solicit Input on 2nd Admin Draft RMP – PC in April 2022
    - Present and Solicit Input on Public Draft RMP – BOS and PC in August 2022

6.2.2. Community Workshops

The County will conduct two (2) public workshops during the project process wherein members of the public will be able to receive up-to-date information and provide input. Workshops will be designed so the community can actively engage in discussions regarding the project, and may include question-and-answer sessions, break-out sessions, and other techniques. The County will provide information, encourage discussion, answer questions, and be on-hand to discuss issues of importance to the local community. The County will announce these workshops via the County's website (https://www.co.monterey.ca.us/government/departments-a-h/housing-community-development), social media (County of Monterey Facebook pages), and press releases to the stakeholder notification list.

- Timing/Project Milestone(s):
    - Overview of Purpose and Process/Solicit Input – November 2021
    - Joint Community Workshop and PC Meeting to Present and Solicit Input on 2nd Admin Draft RMP – PC in April 2022

6.2.3. Stakeholder Meetings

County staff will consult a broad group of stakeholders throughout the area. These two (2) meetings could include representatives of public agencies, business organizations, environmental conservation groups, and other interested parties. The County will be available to respond to requests to provide information. Potential stakeholders may include but are not limited to, the following:

- California Department of Fish and Wildlife (CDFW)
- Bureau of Land Management (BLM)
- Fort Ord Coordinated Resource Management Planning team (CRMP)
- Adjacent property owners
- Keep Fort Ord Wild (KFOW)
- California Native Plant Society (CNPS)

- Transportation Agency for Monterey County (TAMC) (as related to the Fort Ord Regional Trail and Greenway Project)
- LandWatch

➢ Timing/Project Milestone(s):

  - Solicit Input on RMP – November 2021
  - Present and Solicit Input on Admin Draft RMP – February 2022

6.2.4. Public Hearings

County staff will present to the Planning Commission and Board of Supervisors in two (2) public hearings to present the Final RMP and CEQA Findings.

➢ Timing/Project Milestone(s): November 2022

6.3 Engagement Tools

6.3.1. Project Webpage

County staff will develop a project webpage on the official County website (https://www.co.monterey.ca.us/government/departments-a-h/housing-community-development/planning-services/current-major-projects) dedicated to the proposed RMP to provide pertinent project details. Interested parties will be able to sign up for the email notification list, view proposed project documents, and find contact information to send comments and suggestions. Background information, maps, reference documents, and other information will also be available on the webpage.

➢ Timing/Project Milestone: Website available in October 2021 and updated as needed during project

6.3.2. Electronic Mail Notifications

Using the stakeholder notification list (please see Section 6.1, above), County staff will send email updates at key milestones in the project process. Information will also be available on the project webpage found on the County's website at https://www.co.monterey.ca.us/government/departments-a-h/housing-community-development/planning-services/current-major-projects.

➢ Timing/Project Milestone: Notifications and postings at least a week prior to meetings and the day a document is released for public review

6.3.4. Fact Sheets

Fact sheets will be published as necessary to either address specific community concerns or provide information about specific project issues. Fact sheets will also contain "Frequently Asked Questions" to address questions from stakeholders and other interested parties. Fact sheets will be posted on the project webpage found on the County's website at https://www.co.monterey.ca.us/government/departments-a-h/housing-community-development/planning-services/current-major-projects, made available at community events, and distributed to identified stakeholders and community members via the stakeholder notification list (please see Section 6.1, above).

➢ Timing/Project Milestone: As needed

6.3.5. Media Information

Media alerts/releases will be circulated to announce public meetings and community workshops.

- Timing/Project Milestone: Contact media/releases prior to major milestones in the process, such as meetings, workshops, hearings, document releases, public review periods, etc.

6.3.6. Social Media

The County will use social media (County of Monterey Facebook pages) to alert followers of outreach activities and share outreach materials and project relevant information.

- Timing/Project Milestone: As needed

6.3.7. Community Group Involvement

Many local community groups have an interest in the RMP. The County is committed to providing robust and diverse community group involvement. To that end, the County will seek to provide information throughout the public review process to religious organizations, business organizations, environmental and economic interest groups, recreational groups, cultural organizations, and such other organizations that may wish to participate.

- Timing/Project Milestone: Stakeholder Meetings and Community Workshops

Attachment B

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MPC
MONTEREY PENINSULA
COLLEGE

August 16, 2021

Melanie Beretti, HCD Service Manager

Erik Lundquist, AICP, HCD Director

Housing and Community Development
1441 Schilling Place, 2nd Floor
Salinas, CA 93901

RE: Right of Entry: Monterey Peninsula College Habitat Management Area known as Range 45 for the Monterey County Habitat Resource Management Plan

Dear County Staff:

This Right of Entry (ROE) outlines terms of use on the Monterey Peninsula College (MPC) Habitat Management Area known as Range 45 for the completion of the Monterey County Habitat Resource Management Plan (RMP). On April 20, 2021, the Monterey County Board of Supervisors approved a Professional Services Agreement (PSA) with a consultant to complete the RMP on County-owned Fort Ord habitat management areas (Attachment 1). Although the MPC Range 45 property is not owned by the County of Monterey (COUNTY), this area is intended to be included within the RMP, and any work associated to complete the RMP on MPC's land will be completed by the COUNTY on behalf of MPC. In order to complete the RMP, access to Range 45 will be necessary by the COUNTY, its consultants, and/or others as determined necessary by COUNTY staff and/or its consultants in order to complete the scope of work identified in the PSA, including but not limited to biological surveys and general land reconnaissance. Specific dates and times shall be provided by the COUNTY and/or its consultant to MPC prior to entry of the property. Attachment 2 is a map illustrating Range 45, which is the habitat management area to be included within the RMP. No intrusive or ground disturbing activities are allowed at the site in support of the surveys. Per COUNTY's consultant, no field staking or boundary staking will be required in support of the surveys as plant locations will be identified using GPS. Below describes work related to site survey activities:

- Conduct reconnaissance-level habitat surveys in September-December 2021 (approximately 3 days starting September 1st and ending December 31, 2021).
- Conduct surveys for the spring-blooming special-status plant species (e.g., Monterey spineflower and Monterey gilia) which bloom April-June (approximately 4 days starting April 1st and ending June 30, 2022).

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MONTEREY PENINSULA
COLLEGE

- Conduct summer-blooming special-status plant species (e.g., seaside bird's beak and Yadon's piperia) surveys in July-September (approximately 3 days starting July 12th and ending September 30, 2022).

- General land reconnaissance and site visits throughout project duration as needed (September 2021-December 2022).

The use of the described MPC property for the completion of the COUNTY RMP is permited under the following terms, conditions, and representations:

1. MPC makes no representation as to the condition of these properties/facilities.

2. COUNTY, its Directors, agents and assignees agree to defend, indemnify, and hold MPC, their officers, employees, contractors and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising from the site activities identified in the RMP scope of work by COUNTY's employees, contractors and agents. This indemnity does not apply to the negligence or intentional acts of MPC that cause damage or harm to the property or persons.

3. Use of the property for the COUNTY RMP is subject to the terms and conditions described in the Covenants Restricting Use of the Property (CRUPs). The property and road use must comply with federal and/or State of California Biological Opinions or protections from impact to endangered species. In addition to these requirements, COUNTY agrees to adhere to the existing requirements described in the 1997 Fort Ord Installation-Wide Multi-Species Habitat Management Plan prior to and following the COUNTY biological surveys.

4. COUNTY, its Directors, agents, and assignees agree to provide MPC with proof of insurance and add MPC and its agents as additionally insured.

6. COUNTY will not leave any metal items on site at the end of each day of work.

7. COUNTY, its Directors, agents and assigns agree that they will not conduct any ground disturbing activities without prior written approval.

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COLLEGE

COUNTY, its Directors, agents and assignees agree to comply with the following:

- Site access will be requested and coordinated through MPC, a minimum of 1-week in advance.
- All workers accessing MPC Fort Ord properties will receive (UXO) Awareness Training from www.fortordsafety.com prior to any course or field work.
- All staff accessing Range 45 will check in daily with Steven Haigler at (831) 646-4040.

No ground disturbing/penetrating activities are allowed in the above-reference surveys.

Please indicate your agreement to the conditions of this Right of Entry by signing in the space provided below.

Sincerely,

Steven Haigler
Vice President, Administrative Services

Acceptance:

For County of Monterey

DocuSigned by:
Erik Lundquist, AICP
75F46D591F65425...

Date: 9/8/2021

Erik Lundquist, AICP
Housing and Community Development Director

Attachments:
Attachment 1 – Professional Services Agreement 04/20/21
Attachment 2 – MPC Range 45 Map

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Monterey County
Board of Supervisors

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

Board Order

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Chris Lopez, as amended to approve consent calendar item No. 70:

Agreement No.: A-15192
a. Approve Professional Services Agreement with Denise Duffy & Associates, Inc. to provide biological consulting services to facilitate the County's implementation of the Installation-Wide Multispecies Habitat Management Plan for former Fort Ord, California, for an amount not to exceed $616,205.00 for an initial term of fourteen (14) months from April 20, 2021 to June 30, 2022 with the option to extend the Agreement for not more than a total of five (5) years; and as amended to add the following language to 3.1 Support adding to the list of stakeholders the scope of services Land Watch Monterey County; and to 3.2 Comments on the identification and definition of potential future development assumptions within habitat management areas shall be solicited from stakeholders.
b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute the Professional Services Agreement and future amendments to the Agreement to extend the term beyond the original term where the amendments do not significantly alter the scope of work or increase the amount by more than ten percent (10%) of the approved Agreement amount, subject to review and approval of the Office of the County Counsel and the Auditor-Controller's Office.

PASSED AND ADOPTED on this 20th day of April 2021, by roll call vote:

AYES: Supervisors Alejo, Phillips, and Lopez
NOES: Supervisors Askew and Adams
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: May 12, 2021
File ID: A 21-107
Agenda Item No.: 70

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

Julian Lorenzana, 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:
Denise Duffy & Associates, 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 biological consulting services to complete a site-specific Habitat Resource Management Plan and any necessary permits from state agencies for the Fort Ord Area.

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 **$** 616,205.00.

3. **TERM OF AGREEMENT.** The term of this Agreement is from April 20, 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.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A	**Scope of Services/Payment Provisions**
Exhibit B	Revision to Paragraph 8 of Agreement, Indemnification

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.

*Approved by County Board of Supervisors on _____.

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.

DS DD / 4/7/2021
Contractor Initials / Date

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.

DS DD 4/7/2021
Contractor Initials / Date

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.

DS DD 4/7/2021
Contractor Initials / Date

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 not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such, insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers:

All 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, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

❑ Modification (Justification attached; subject to approval).

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.

❑ Modification (Justification attached; subject to approval).

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

❑ Modification (Justification attached; subject to approval).

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

❑ Modification (Justification attached; subject to approval).

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

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

10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11. **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:
Shandy Carroll, Management Analyst III	Erin Harwayne, AICP, Project Manager
Name and Title	Name and Title
County of Monterey, Housing & Community Development 1441 Schilling Place, 2nd Floor South Salinas, California 93901	Denise Duffy & Associates, Inc. 947 Cass Street, Suite 5 Monterey, California 93940
Address	Address
831-784-5643 | 194-HCD-Contracts@co.monterey.ca.us	(831) 373-4341
Phone	Phone

15. **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 professional services required to be rendered under this Agreement.

15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

This 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

By: DocuSigned by: Michael Derr 367942E6F649499...
Purchasing Officer
Date: 5/12/2021

By: _____
Department Head (if applicable)
Date: _____

By: _____
Board of Supervisors (if applicable)
Date: _____

Approved as to Form[1]

By: DocuSigned by: Kristi Markey C21D52A9D63041C...
County Counsel
Date: 4/7/2021

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Gary Giboney D3834BFEC1D8449...
Auditor/Controller
Date: 4/7/2021

Approved as to Liability Provisions[3]

By: _____
Risk Management
Date: _____

CONTRACTOR

Denise Duffy & Associates, Inc.
Contractor's Business Name*

By: DocuSigned by: Denise Duffy 1AE402F4D393490...
(Signature of Chair, President, or Vice-President)*

Denise Duffy, President
Name and Title
Date: 4/7/2021

By: DocuSigned by: Denise Duffy 1AE402F4D393490...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Denise Duffy, Secretary
Name and Title
Date: 4/7/2021

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.

[1]Approval by County Counsel is required for all Professional Service Agreements over $100,000
[2]Approval by Auditor/Controller is required for all Professional Service Agreements
[3]Approval by Risk Management is required only if changes are made in paragraph 8 or 9

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EXHIBIT A

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
AND
Denise Duffy & Associates, Inc., hereinafter referred to as "CONTRACTOR"

Scope of services and payment provisions are outlined below, subject modification by mutual agreement of the parties as allowed by paragraph 15.02 of the Agreement.

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

TASK 1. PROJECT INITIATION

CONTRACTOR will initiate the project by coordinating with the County to obtain pertinent project information, including GIS data, parcel deeds, agreements, and other background documentation associated with the project. Project initiation will include the following tasks:

- Review available background information,
- Attend a kick-off meeting with the County to discuss the project approach and finalize the scope of work,
- Identify data and documentation needs,
- Confirm format and quantities of deliverables, and
- Establish the project schedule and protocol for communication.

During this task, CONTRACTOR will complete a review and assessment of the information already available and identify any outstanding data needs. This task will also include a meeting with USFWS staff to confirm the Habitat Management Plan (HMP) compliance approach, identify deliverables, obtain project-related information, and establish review timelines.

TASK 2. PUBLIC OUTREACH AND EARLY COORDINATION WITH INTERESTED PARTIES

Public outreach and early coordination with interested parties will be an important part of developing the proposed Resource Management Plan (RMP). In coordination with the County and USFWS, CONTRACTOR will prepare a mailing/email list of stakeholders and public agencies based on its existing database from previous projects. This contact database will be used and updated, as needed, throughout the duration of the project. It is recommended that a Public Participation Plan be developed to outline a process to solicit public input

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regarding the proposed RMP. CONTRACTOR will prepare a draft plan, which will be clear, concise, and contain a detailed description of milestones. The plan will identify outreach strategies for the key stakeholders, including regulatory agencies, non-governmental organizations, interest groups, recreational users, local municipalities, and the general public. It will outline the public outreach methods that may be considered, including potential meeting types (i.e., site visits/field visits, workshops, small group, one-on-one[1]), periodic project updates for the public, and providing a project website. It will also include outreach methods for low-income and minority populations, including multi-lingual noticing and translators at public meetings. CONTRACTOR will submit a Draft Public Participation Plan to the County and USFWS for review and comment. Upon receipt of comments, CONTRACTOR will revise accordingly and finalize the plan. This scope of work assumes one round of comments from the County and USFWS.

The development of the proposed RMP will also require coordination with agencies and stakeholders, which may include but are not limited to, the following:

- California Department of Fish and Wildlife (CDFW)
- Bureau of Land Management (BLM)
- Fort Ord Coordinated Resource Management Planning team (CRMP)
- Adjacent property owners
- Keep Fort Ord Wild (KFOW)
- California Native Plant Society (CNPS)
- Transportation Agency for Monterey County (TAMC) (as related to the Fort Ord Regional Trail and Greenway Project)
- LandWatch of Monterey County

DP 4/23/2021 KM 4/23/2021

This scope of work assumes up to three (3) County presentations at various hearings (e.g., Fort Ord Committee, Planning Commission, and/or Board of Supervisors), two (2) community workshops, and two (2) stakeholder meetings.

This scope of work assumes CONTRACTOR will facilitate the meetings (assumed to be virtual) and provide all necessary meeting materials, including, but not limited to, agendas, meeting notes, PowerPoint presentations, etc. CONTRACTOR will submit drafts of all meeting materials to the County and USFWS, as determined necessary, for review and comment prior to public meeting distribution.

[1] Any proposed meeting types will be conducted in compliance with public health and safety guidelines related to COVID-19 (e.g., virtual and/or small, socially distanced site visits).

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TASK 3. PREPARE RESOURCE MANAGEMENT PLAN

In accordance with the requirements described in the HMP and the deed restrictions for the parcels, CONTRACTOR will prepare a Resource Management Plan (RMP) for the County's Habitat Management Areas (HMAs[2]), including the East Garrison North, East Garrison South, Travel Camp, Habitat Corridor, Parker Flats, Oak Oval, Lookout Ridge, and Wolf Hill HMAs. Although not County property, the Monterey Peninsula College (MPC) Reserve HMA will also be included in the RMP, per direction from the County.

CONTRACTOR proposes to prepare one (1) RMP to address the County's HMP responsibilities for all eight of its HMAs as well as the HMP responsibilities of the MPC Reserve HMA. The RMP will also address the existing land management responsibilities within a portion of the Parker Flats HMA, required under Incidental Take Permit No. 2081-2013-003-04, issued by the CDFW. The RMP will address HMP requirements for habitat management activities and borderlands within the HMAs (and adjacent parcels, if designated as borderlands).

The RMP will incorporate the County's Draft Fort Ord Recreational Habitat Area Trail Master Plan (Draft FORHA Plan), which outlines the County's proposed trail plan, open space management and maintenance activities, and recreational amenities within the HMAs. The RMP will include the HMA development allowances, as designated in the HMP and describe any proposed development activities within the HMAs in accordance with the HMP. The preparation of the RMP will include the tasks outlined below.

Task 3.1. Data Collection/Baseline Inventory and Mapping

CONTRACTOR will utilize our existing database of the resources on the former Fort Ord to the greatest extent feasible to serve as the foundation of the RMP. CONTRACTOR will coordinate with the County and surrounding jurisdictions and conduct research and surveys to update the database, as necessary. During this task, CONTRACTOR will perform the following:

- Conduct research utilizing available resources including the CDFW California Natural Diversity Database (CNDDB), CNPS inventories, information from local experts, and other published and unpublished materials, including recent biological studies and environmental documents;

[2] The HMP identifies what type of activities can occur on each parcel at former Fort Ord; parcels are designated as "development," "habitat reserve," "habitat corridor," and "development with reserve areas or development with restrictions." Development parcels do not have any habitat management requirements, while the remaining categories do have varying habitat management requirements. As a result, the remaining categories are collectively referred to as "Habitat Management Areas" or "HMAs."

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- Conduct desktop reviews, focused protocol-level botanical surveys, and reconnaissance-level surveys of the HMAs to assess the environmental conditions of the HMAs and their surroundings; and
- Prepare narratives and provide figures of the following:
  - HMP species and habitats, as well as other special-status species and sensitive habitats known, or with the potential to occur within and adjacent, to the HMAs
  - Natural vegetative communities
  - Wildlife species and habitat
  - Physical conditions including:
    - soil erosion, noting the extent and location
    - non-native invasive plant species, noting extent and location
    - natural disturbances, such as fire or significant soil shifts
    - areas exhibiting potential erosion control issues (along trails and fuelbreaks)
    - areas with populations of invasive non-native plant species potentially in need of removal, focusing on jubata/pampas grass, iceplant, French broom, (along trails and fuelbreaks)
    - volunteer trails that should be signed and monitored for trespass and erosion issues
    - Conditions and locations of existing barriers and signage and identify locations for future installation to restrict access by off-road vehicles and pedestrians
    - conditions and locations of existing fuelbreaks and access roads.

CONTRACTOR will prepare a draft set of baseline narratives and inventory maps for the County to review and comment. Based on comments from the County, CONTRACTOR will finalize the baseline narratives and inventory maps for inclusion in the RMP. This scope of work assumes one round of comments.

This scope of work assumes that existing wildlife occurrence data will be sufficient for the RMP and that any protocol-level wildlife surveys if required, will be conducted during the RMP implementation phase. However, if the USFWS requires any protocol-level wildlife surveys (e.g., California tiger salamander surveys, California red-legged frog surveys, etc.) prior to RMP approval, CONTRACTOR can provide a proposal for the requested services and this scope of work can be amended.

Task 3.2. Identify and Define Potential Future Development Projects within HMAs

As discussed above, this scope of work assumes the incorporation of potential future development projects within HMAs, where allowed under the HMP, into

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the RMP. During this task, CONTRACTOR will work with the County to identify and define the potential future projects that may occur within the HMAs. CONTRACTOR will prepare a brief project description and figures for each project for inclusion in the RMP. This scope of work assumes one round of comments on the descriptions and figures. Comments on the identification and definition of potential future development assumptions within HMAs shall be solicited from stakeholders. DS 4/23/2021 DS 4/23/2021

Task 3.3. Prepare Administrative Draft RMP

CONTRACTOR will prepare an Administrative Draft RMP and submit to the County for review and comment. The results from the baseline inventory and descriptions of the potential future projects will provide the information necessary to develop the RMP. The RMP will include the following:

- baseline inventory
- description of potential future development projects within HMAs
- goals and objectives
- habitat management activities, including
  - erosion control
  - restoration/enhancement
  - non-native species control
  - prescribed burns/alternative vegetative treatments
  - security/patrols
  - vehicle access controls
  - signage/displays
  - trash/debris maintenance
  - road/trail maintenance
  - fuelbreak construction and maintenance
  - preservation
- borderland requirements
- avoidance and minimization measures
- monitoring program
- implementation plan (including two scenarios: entire plan implementation and phased implementation)
- adaptive management strategies

Please note that the cost estimate for RMP implementation described in Task 4 will be completed and included as part of the 2nd Administrative Draft RMP (please see Task 3.4).

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CONTRACTOR will submit the Administrative Draft RMP to the County for review and comment. This scope of work assumes one round of comments. This task includes two (2) meetings with the County to discuss the plan and County comments.

Task 3.4. Prepare 2nd Administrative Draft RMP

Based on comments received from the County, CONTRACTOR will revise the RMP and prepare a 2nd Administrative Draft RMP. The 2nd Administrative Draft RMP will include a cost estimate for RMP implementation under the two proposed implementation plan scenarios, as described in Task 4.

CONTRACTOR will submit the 2nd Administrative Draft RMP to USFWS for review and comment. This scope of work assumes one round of comments. This task includes two (2) meetings with the County and USFWS to discuss the plan and USFWS comments.

Task 3.5. Prepare Public Draft RMP

Based on comments received from the USFWS, CONTRACTOR will prepare a Public Draft RMP to support and facilitate the various public outreach efforts, as defined and determined during Task 2.

Task 3.6. Prepare Final RMP and CEQA Review

Based on comments received from the public, Planning Commission, Board of Supervisors, and others (as defined during Task 2), CONTRACTOR will prepare a Final RMP in coordination with the County and USFWS staff. The Final RMP will be submitted to the USFWS and the County for approval.

This scope of work includes preliminary assessments of the appropriate level of environmental review. The Consultant will provide an additional scope of work and cost estimate, as needed for the environmental review. CONTRACTOR will review existing NEPA and CEQA documents in connection with CEQA compliance for the RMP approval. CONTRACTOR will consult with the County on this approach.

Task 3.7. Hearing Attendance

This scope of work assumes that CONTRACTOR will attend two (2) public hearings (Planning Commission and Board of Supervisors) and assist with preparing associated materials, including the staff reports, CEQA findings, and presentations. CONTRACTOR will be available at the hearings to present the project and answer any questions.

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TASK 4. COST ESTIMATE FOR RMP IMPLEMENTATION

CONTRACTOR will prepare a cost estimate for implementation of the proposed RMP based on the 2nd Administrative Draft RMP and will update the estimate as needed through plan development (one cost estimate and two updates). The cost estimate will outline the proposed habitat management activities and assumptions in a Microsoft Excel spreadsheet, which will be an appendix to the RMP. The cost estimate will include costs under two scenarios: implementation of the entire plan and phased implementation of the plan. CONTRACTOR will coordinate closely with the County on the assumptions.

TASK 5. CDFW AND USFWS INCIDENTAL TAKE PERMIT ACQUISITION

In the event that it is determined that the approval and implementation of the proposed RMP may result in take of federal and state listed species, CONTRACTOR will coordinate with the COUNTY, CDFW, and USFWS to obtain the necessary take authorizations required under the federal and state Endangered Species Acts (ESA). It is anticipated that the implementation of the proposed RMP will require the issuance of incidental take permits (ITPs) under Section 2081 of the California ESA and Section 10 of the federal ESA. The acquisition of ITPs is a complex process and, for the purposes of this proposal, this task will require the subtasks outlined below with the identified assumptions.

TASK 5.1. MEETINGS AND COORDINATION

- Schedule bi-monthly meetings with the COUNTY and resource agencies for 12 months; and
- Continue and frequent coordination and project management efforts for duration of task (assumes 12 months)

TASK 5.2. PREPARE PERMIT APPLICATIONS

- Includes preparation of permit applications for CDFW and USFWS, including permit forms and required supporting documentation
- Proposed RMP will serve as foundation of the Habitat Conservation Plan and Mitigation and Monitoring Plan required by the USFWS and CDFW, respectively, but will need to be revised to meet established permit issuance criteria
- COUNTY will be responsible for payment of all application fees
- Additional NEPA and CEQA will not be required beyond described in Task 3.6, above

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- Assumes three (3) drafts of the permit package will be prepared before formal application submittal (i.e., Administrative Draft, Screencheck Draft, and Draft sets of documentations)

TASK 5.3. FORMAL PERMITTING PHASE

- Includes formal application submittal and permit processing by the USFWS and CDFW

These tasks will be refined once the proposed RMP is further defined and provided in writing to the COUNTY. An estimate of the anticipated costs to acquire ITPs from the resources agencies has been provided; however, an updated cost estimate will be provided by the CONTRACTOR when the tasks are refined and provided to the COUNTY. These tasks will not be initiated unless authorized in writing by the COUNTY. Initiation and completion of these tasks prior to receiving the COUNTY'S written authorization to proceed will not be eligible for compensation. Any newly identified tasks not included herein will not be initiated until presented to the COUNTY and with COUNTY approval, amended into this scope of work.

A.2 CONTRACTOR shall produce the following deliverables (written reports, installed products, etc.) as indicated below:

TASK	DELIVERABLE
TASK 1. Project Initiation	*Final Scope and Budget, Draft and Final Schedule, Information Needs Request (if required)*
TASK 2. Public Outreach and Early Coordination with Interested Parties	*Draft and Final Public Participation Plan, Contact Database, Draft and Final Meeting Materials*
TASK 3. Prepare Resource Management Plan	
Task 3.1. Data Collection/Baseline Inventory and Mapping	*Draft and Final Baseline Narratives and Inventory Maps*
Task 3.2. Identify and Define Potential Future Development Projects within HMAs	*Draft and Final Project Descriptions and Figures*
Task 3.3. Prepare Administrative Draft RMP	*Administrative Draft RMP*
Task 3.4. Prepare 2nd Administrative Draft RMP	*2nd Administrative Draft RMP*
Task 3.5. Prepare Public Draft RMP	*Public Draft RMP*
Task 3.6. Prepare Final RMP and CEQA Review	*Final Public Draft RMP*
Task 3.7. Hearing Attendance	*Assist with Hearing Materials*
Task 4. Cost Estimate for RMP Implementation	*Cost Estimate, including two updates*
Task 5. CDFW and USFWS Incidental Take Permit Acquisition	*Meeting materials, Permit Applications, Permit Processing Coordination*

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All written reports required under this Agreement must be delivered to the following individual:

Jacquelyn M. Nickerson, Management Analyst II
County of Monterey
Housing and Community Development – Special Programs
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527
Email: Nickersonj@co.monterey.ca.us

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed $616,205.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the terms below. Invoices for services, work products, deliverables under the Agreement shall be submitted when the work product is complete, shall identify the document or work product being delivered and shall include the following:

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EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISONS

Invoice Coversheet

Denise Duffy & Associates, Inc.
Fort Ord Habitat Management Plan

Date: _____ *Invoice No.* _____

Original Agreement Term: *April 20, 2021 to June 30, 2022*
Original Agreement Amount: *$546,935.00*

This Invoice:	***1.0***			***Project Initiation***	***$ 2,187.50***
	2.0			***Public Outreach***	***34,130.00***
			$1,126.00	*Contact Database*	
			3,982.00	*Draft and Final PPP*	
			29,022.00	*Public Meetings (7)*	
	3.0			*Prepare Habitat Management Plan*	***271,656.00***
		3.1	*82,687.00*	*Data Collection/baseline Inventory and Mapping*	
		3.2	*15,254.00*	*Identify and Define Potential Future Projects*	
		3.3	*40,998.00*	*Prepare Administrative Draft RMP*	
		3.4	*23,220.00*	*Prepare 2nd Administrative Draft RMP*	
		3.5	*16,170.00*	*Prepare Public Draft RMP*	
		3.6	*15,227.00*	*Prepare Final Public Draft RMP & CEQA Review*	
		3.7	*8,830.00*	*Hearing Attendance*	
	4.0			***Cost Estimate for RMP Implementation***	***34,294.00***
	5.0			***CDFW and USFWS Incidental Take Permit Acquisition***	***273,937.50***
		5.1	*47,603.00*	*Meetings and Coordination*	
		5.2	*204,281.50*	*Prepare Permit Applications*	
		5.3	*22,047.00*	*Formal Permitting Phase*	
Grand Total					***$616,205.00***

Remaining Balance *$*_____

Approved as to Work/Payment: _____ _____
Manager Approval *Date*

All invoices are to be sent to:
Housing and Community Development – Finance
1441 Schilling Place, 2nd Floor
Salinas, CA 93901-4527
194-HCD-Finance@co.monterey.ca.us

There shall be no travel reimbursement allowed during this Agreement.

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CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged any other client for the same services performed by the same individuals.

B.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.

DocuSign Envelope ID: 58FE09FE-6876-44F3-9709-4D25F8A40BC7

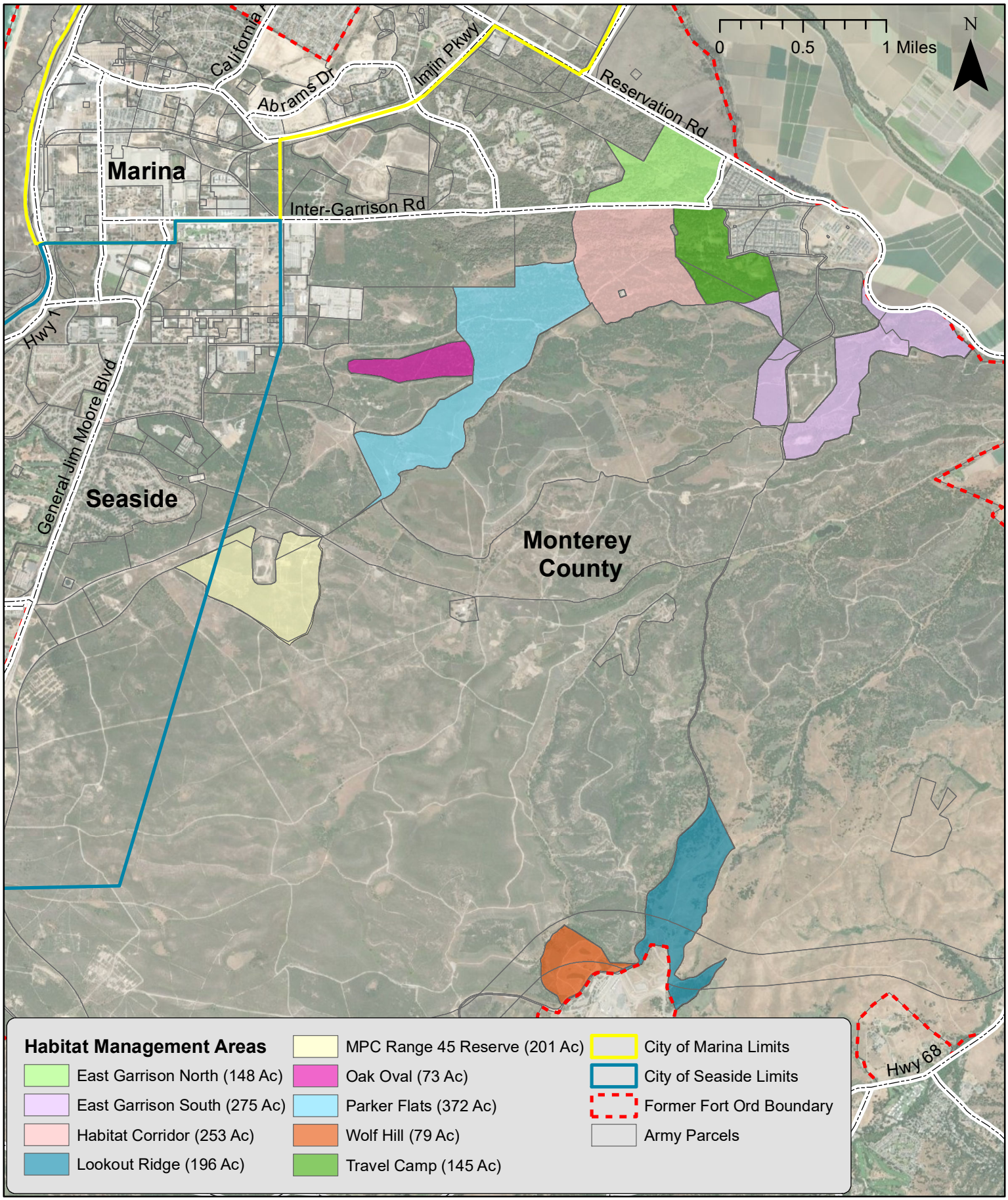
EXHIBIT B – REVISION TO PARAGRAPH 8, INDEMNIFICATION, OF AGREEMENT

8. **INDEMNIFICATION**.

8.01 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

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 CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of COUNTY, or defect in a design furnished by COUNTY, but in no event shall the amount of such CONTRACTOR's liability exceed such CONTRACTOR's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one (1) or more defendants to any action involving such claim or claims against COUNTY is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

8.03 Indemnification for All Other Claims or Loss:
For any claim, loss, injury, damage, expense or liability other than claims arising out of CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless 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 COUNTY, or defect in a design furnished by COUNTY.



County of Monterey RMP Habitat Management Areas	Date 8/19/2021 Scale 1 in = 4,000 ft	Denise Duffy and Associates, Inc. Planning and Environmental Consulting	Figure 1

Attachment C

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MPC | MONTEREY PENINSULA COLLEGE

August 13, 2021

Ms. Melanie Beretti
Resource Management Agency
Service Manager
County of Monterey
1441 Schilling Pl
Salinas, CA 93901

Re: County Habitat Management Proposal on Monterey Peninsula College Fort Ord Property.

Ms. Beretti,

Thank you for Monterey County's proposal to provide Habitat Management on Monterey Peninsula College (MPC) Fort Ord property. MPC has researched the history of the issue related to MPC paying a portion of the cost.

During the dissolution, Monterey County was allocated FORA MPC Habitat Management Community Facilities District (CFD) funds as noted in Alternate 1 of the attached FORA Board Summary of CFD Alternatives. Per the 2002 County/FORA MPC Agreement Regarding Public Safety Officer Training Facilities, Section 15:

> "**Habitat Management.** Responsibility for management of identified habitat on the Facility Sites shall be assumed by FORA, subject to MPC's obligation to pay reasonable fair share assessments for the cost of such habitat management as part of its contribution to Base wide Costs as provided in Section 14 of this Agreement. Except for such payment, MPC shall have no responsibility for habitat management on the Facilities Sites." (Underline added), and

The 2005 Memorandum Of Understanding Concerning The Proposed East Garrison/ Parker Flats Land-Use Modification Between The Fort Ord Reuse Authority, Monterey Peninsula College, County Of Monterey, U.S. Bureau Of Land Management and U.S. ARMY, Section 4 and 5:

> "4. In consideration of BLM relinquishing to MPC its interest in the land required for the extension of Range 45, MPC agrees to take title to the "baffle zones" on either side of Range 45…
> 5. FORA agrees to assume responsibility for habitat management detailed within the Habitat Management Plan for Range 45 Reserve, including without limitation the "baffle zone" to the extent provided in Paragraph 15 of the (2002) Agreement." (2002 added for clarity)

We also reviewed the dissolution of FORA and the allocation of resources that were part of this. It is my understanding that FORA resources were initially divided up among the many agencies

including MPC. But in the end no allocation was made to MPC. MPC therefore was not provided any resources to help cover any of the costs related to habitat management or any other unfinished FORA obligation.

I do understand that with the land comes obligations to maintain the land and responsibility for various matters related to compliance with laws and regulations but, am not the most knowledgeable when it comes to these matters. I am humbly just a community college administrator.
MPC has no resources as a result of FORA's dissolution and no revenue generating activities in place to cover costs. We are planning to develop portions of the land in Fort Ord to provide for Public Safety Training (a county need) and look forward to contributing to this educational need.

What does the county consider to be a fair share of the cost given our situation?

MPC is pleased to provide the County permission to access MPC property while requesting a County Hold Harmless agreement protecting MPC and its agents during County Habitat Management.

Sincerely,

Steve Haigler
Vice President, Administrative Services
Monterey Peninsula Community College District

Below is information I found on the allocations. My understanding is that Alternative 1 was decided on.

Excerpt from March 26, 2020 Memorandum to the FORA Habitat Working Group

Attachment A

Summary of CFD Alternatives

	Alternative 1		Alternative 2		Alternative 3		Alternative 4	
Jurisdiction/Entity	Allocation	Percent	Net Allocation	Percent	Net Allocation	Percent	Allocation	Percent
Monterey County	$13,270,377	79.9%	$8,046,918	46.1%	$10,043,699	57.6%	$6,966,317	42.0%
Seaside	$1,222,026	7.4%	$920,230	5.3%	$920,230	5.3%	$2,830,564	17.1%
Marina	$1,316,015	7.9%	$739,961	4.2%	$994,961	5.7%	$6,804,660	41.0%
Monterey City	$45,053	0.3%	$32,545	0.2%	$32,545	0.2%		
Del Rey Oaks	$748,071	4.5%	$558,435	3.2%	$558,435	3.2%		
CSUMB			$431,175	2.5%	$431,175	2.5%		
University of California			$1,059,682	10.9%	$1,714,471	14.6%		
Monterey Peninsula College			$1,683,441	9.7%	$1,906,026	10.9%		
Monterey Peninsula Regional Parks			$59,573	0.3%				
State Parks			$3,069,582	17.6%				
	$16,601,541	100%	$16,601,541	100%	$16,601,541	100%	$16,601,541	100%

Assumptions & Notes

1. Be advised that $840,386 of CFD Funds have been previously distributed to UCSC, therefore the total funds to be allocated is reduced by this amount.

Attachment D

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ATTACHMENT D
DETAIL DISCUSSION

The former Fort Ord is a unique area with a number of special status species as identified by the California Department of Fish and Wildlife (CDFW) and the U.S. Fish and Wildlife Service (USFWS). Certain properties on the former Fort Ord are subject to the conditions and requirements laid out in the Installation-Wide Habitat Management Plan for the former Fort Ord (HMP), which requires the preparation and completion of site-specific Habitat Resource Management Plan (RMP) for the properties identified in the HMP. The County owns approximately 2,400 acres of open space in the Ford Ord area with approximately 1,500 acres subject to HMP habitat management requirements, the last of which transferred to the County from Fort Ord Reuse Authority (FORA) on June 30, 2020 (see Map in Attachment 1). The RMP covers approximately 1,500 acres of County-owned property and approximately 200 acres owned by the Monterey Peninsula College (MPC) as depicted in Attachment 1.

In May 2002, to help resolve conflicting land-uses and conveyance requests in the Parker Flats/East Garrison areas of the former Fort Ord, the County and FORA jointly prepared an "Assessment, East Garrison-Parker Flats Land Use Modifications Fort Ord, California" (Assessment – Attachment 2). On October 22, 2002, County, FORA, and MPC entered into an "Agreement Regarding Public Safety Officer Training Facilities" (Agreement – Attachment 3). Together, the Assessment and Agreement established the foundation for the Bureau of Land Management (BLM) and the U.S. Army to modify conveyance requests approved under various memoranda of understanding and agreements which served to allow the East Garrison development to move forward by off-setting habitat loss of that development with increased habitat protected in the Parker Flats area. The terms with which the various parties agreed to in order to allow the various land-use modifications to take place are memorialized in the "Memorandum of Understanding Concerning the Proposed East-Garrison/Parker Flats Land-Use Modification between FORA, MPC, County, BLM and the Army" (referred to as the Land Swap Agreement) (Attachment 4). Parker Flats had a sizeable amount of munitions clean-up and therefore, development was more feasible and could be conducted in a timely manner at the East Garrison site. Therefore, to facilitate the East Garrison development County's developable acres were increased at the current East Garrison location and off-set habitat loss from the development, the land swap agreement decreased the amount of available developable acreage in Parker Flats for the County and resulted in an increase of habitat management responsibilities. Further, from this agreement, MPC received an increase in developable acres in Parker Flats, received the MOUT site, and an increase in habitat management responsibilities.

Under the 2002 Agreement, Item 15 references the responsibility of habitat management but does not identify MPC's specific fair share contribution amount. Aside from the fair share contribution referenced in the Agreement, MPC was to have no additional responsibilities for habitat management. FORA was to assume this responsibility. Since the dissolution of FORA, it was contemplated that the County would assume FORA's responsibility to manage MPC's habitat lands. On June 23, 2020, FORA adopted a Resolution known as the FORA Transition Plan (Plan). Section 1.2 of Plan states that the County shall be responsible for habitat management activities in Fort Ord, including property owned by MPC, subject to MPC paying a fair share. This is Attachment 5 for reference. The Board has expressed its desire to cooperate with MPC regarding habitat management, pending fair share funding.

ATTACHMENT D
DETAIL DISCUSSION

Staff will continue to work with MPC to determine a fair share contribution and identify funding sources. The cost for MPC's portion of the RMP is approximately $70,000, which is included in the $616,205 contract amount approved by the Board. The County is working on an arrangement with MPC to determine the best course for the work to be done. In the meantime, staff recommends the Board to authorize HCD to utilize the County's Habitat Management Funds to pay for the portion belonging to MPC on their behalf. This would cover the scope of work up until the environmental review. As outlined in the report on April 20, 2021, an environmental analysis has not yet been determined, and staff anticipates returning to the Board with the cost for environmental review for the RMP at a later time.

Staff anticipates working out a fair share contribution with MPC to retroactively cover the work to be performed for the RMP. There are efficiencies to be gained by developing MPC's portion of the RMP at the same time as the County's, so postponing the work may result in cost increases. However, staff recognizes that there is a possibility that MPC would not provide any funds to contribute to habitat management and that the County may not be reimbursed for the RMP activities. Alternatively, should the Board not approve the use of Habitat Management Funds to cover MPC's cost, staff will continue to work with MPC to resolve the funding matter prior to commencing work on MPC's lands.

Attachment 1 – Maps illustrating the Habitat Management Areas
Attachment 2 – Assessment, East Garrison-Parker Flats Land Use Modifications
Attachment 3 – Agreement Regarding Public Safety Officer Training Facilities
Attachment 4 – Land Swap Agreement
Attachment 5 – FORA Transition Plan

Attachment 1

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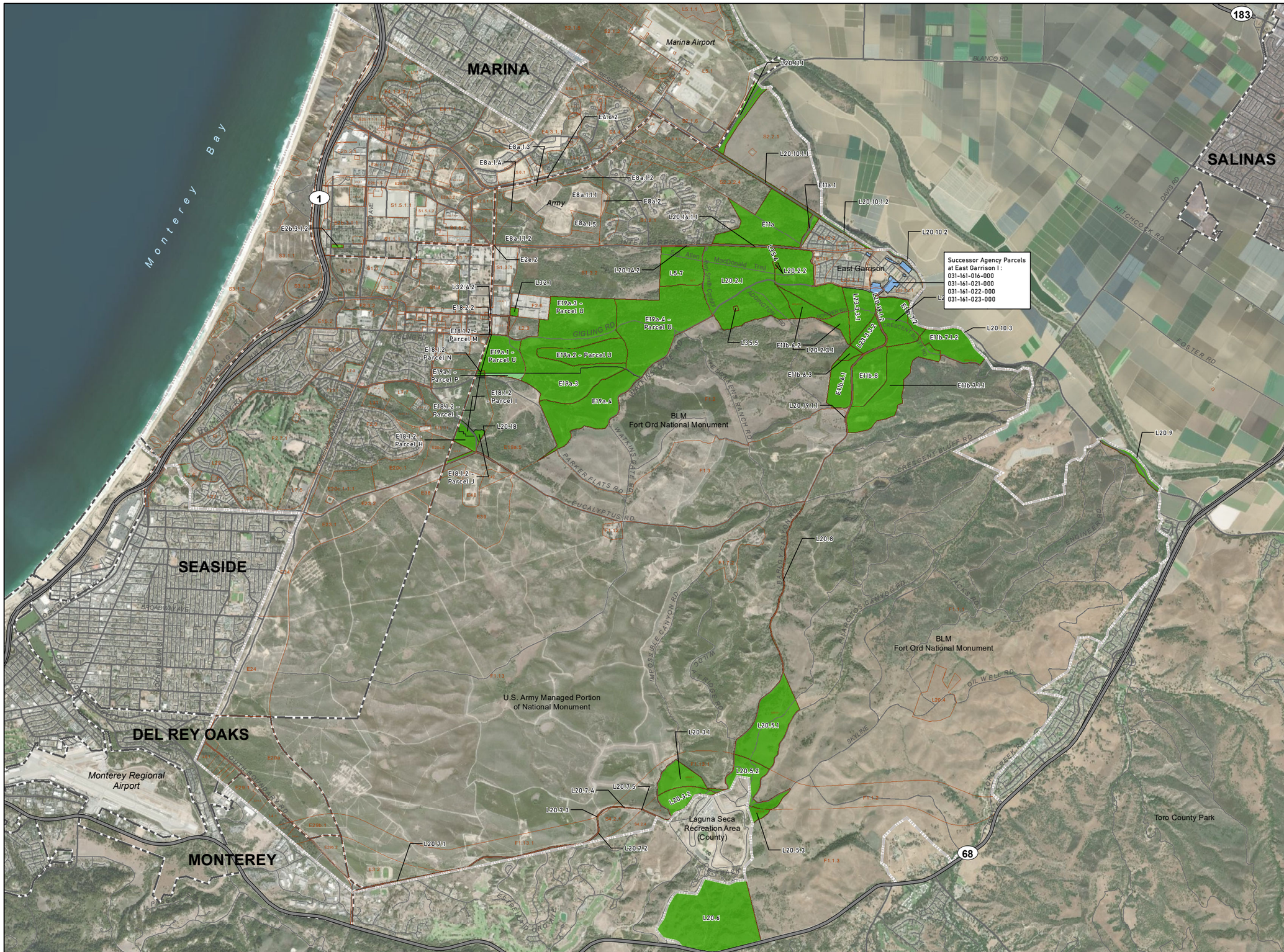


County Land Ownership on Former Fort Ord

March 2021

Legend

Land Ownership Status

- Current County Ownership
- Future County Ownership
- Successor Agency Ownership
- BLM/Fort Ord National Monument
- Former Fort Ord Boundary
- COE Parcel
- City Limits
- Highway

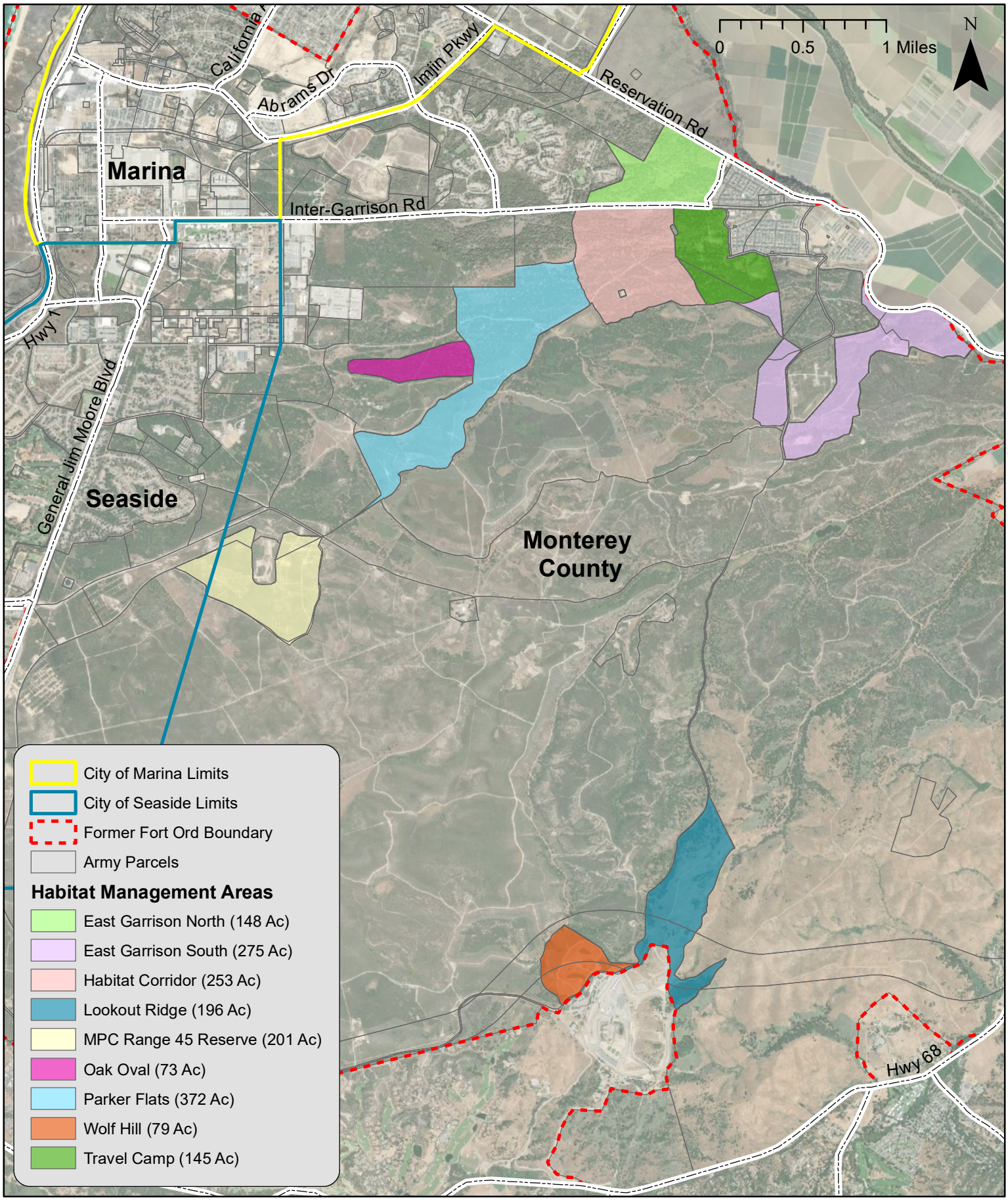
Sources: Monterey County HCDReal Property, BLM; LAFCO of Monterey County.
Imagery: ESRI Imagery 2018

County Ownership	Acres
Current County	2,624 ac
Future County	6 ac
Successor Agency	17 ac
Total	2,648 ac

N

0 0.5 1 1.5 Miles

COUNTY OF MONTEREY
HOUSING & COMMUNITY DEVELOPMENT
1441 SCHILLING PLACE 2ND FLOOR
SALINAS CA 93901
MAP PREPARED: 3/31/2021



County of Monterey RMP Habitat Management Areas	Date 8/19/2021 Scale 1 in = 4,000 ft	Denise Duffy and Associates, Inc. Planning and Environmental Consulting	Figure 1

Attachment 2

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ASSESSMENT
EAST GARRISON – PARKER FLATS
LAND USE MODIFICATIONS
FORT ORD, CALIFORNIA

Prepared for:
County of Monterey & Fort Ord Reuse Authority
Monterey County, California

Prepared by:
Zander Associates
150 Ford Way, Suite 101
Novato, California 94945

May 2002

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1.0 INTRODUCTION

The Fort Ord Reuse Authority (FORA) and the County of Monterey (County) propose boundary changes and other modifications to the *Installation-Wide Multispecies Habitat Management Plan for Former Fort Ord* (HMP). The modifications are intended to resolve land use conflicts stemming from a long history of ordnance and explosives use of certain land areas along with parallel and competing conveyance requests for surplus property at the former base. The modifications would accommodate proposed new uses in appropriate areas and would primarily affect lands designated for development and lands designated for development with reserve areas or restrictions on the HMP map (Figures S-1 and 4-1 and Attachment A to the HMP). To a lesser extent, the proposed changes would affect small areas of land designated as habitat reserve. The goals, objectives and overall intent of the HMP would not be altered and the protections afforded those species addressed in the HMP (HMP Species) would not be reduced as a result of the proposed modifications. On the contrary, an increase in the overall acreage of designated habitat reserve lands occupied by HMP Species would occur. In addition, the habitat corridor connections between designated reserve areas in the southerly half of the base and those in the northerly portion would be expanded and enhanced. The following report presents the background against which the modifications and boundary changes are proposed, describes the changes that would result from the proposal, analyzes the potential HMP consistency and biological resource implications of the changes, and provides conclusions and recommendations based on available data, coordination with interested parties, and best professional judgement.

2.0 BACKGROUND

2.1 The Habitat Management Plan (HMP)

The Fort Ord HMP establishes a habitat conservation area and corridor system and parcel-specific land use categories and management requirements for all lands on the former base. The conservation areas, corridors and parcel-specific land use designations are illustrated on Figures S-1 and 4-1 and Attachment A of the HMP (reproduced here as Figure 1). Four general categories of parcel-specific land use are identified: habitat reserve, habitat corridor, development with reserve areas or restrictions, and development with no restrictions. Resource conservation and management requirements and responsible parties for each parcel or group of parcels with habitat designations are discussed in Chapter 4 of the HMP.

A general goal of the HMP is to promote preservation, enhancement and restoration of habitat while allowing implementation of a community-based reuse plan that supports economic recovery after closure of Fort Ord. The HMP assumes a reuse development scenario for the entire base that will result in the removal of up to 6,300 acres of existing vegetation and wildlife habitat. Losses to 18 special-status species (HMP Species) are also accounted for by the HMP (Appendix A). The establishment of approximately 16,000 acres of habitat reserves with about 400 additional acres of connecting habitat corridors is the primary measure to minimize the impacts of reuse on HMP Species. In addition, the HMP further conditions development on approximately 1,800 additional acres by requiring reserve areas or restrictions on those lands.

Notes:

1) Polygon boundaries in development areas may be modified, and development polygons may be subdivided or aggregated, before or after transfer. These types of changes in development polygons will not require modifications to this HMP.

2) The E11b parcels do not reflect the public benefit conveyance still being coordinated by FORA, the County of Monterey, and Monterey Peninsula Regional College. A portion of these parcels will likely be transferred as public benefit conveyance transfers.

Boundary of the Former Fort Ord

HMP Management Categories

Habitat Reserve

Habitat Corridor

Habitat Corridor

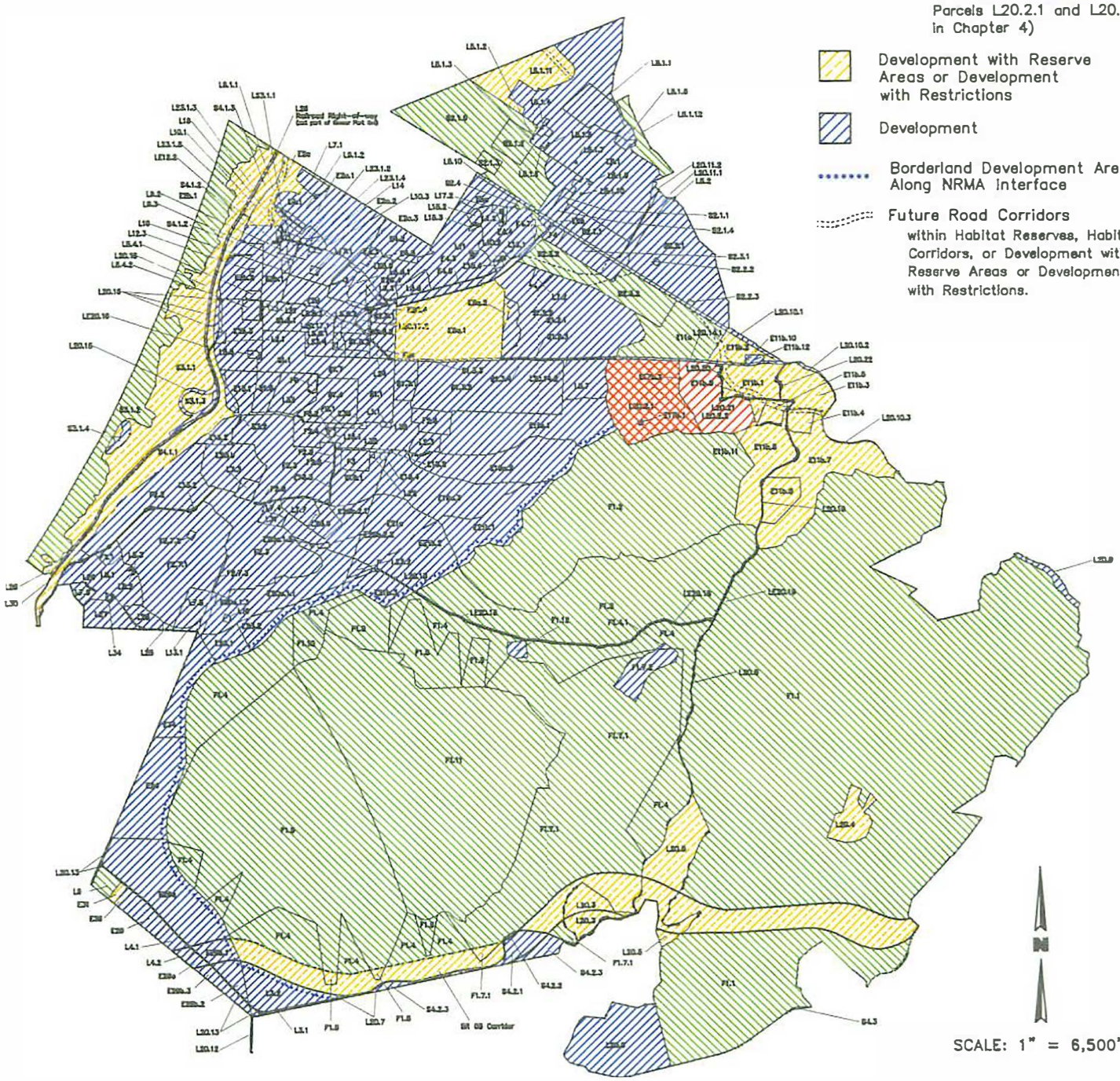
Portion of Habitat Corridor with Allowance for Future Development (See Figure 4–3 and the Discussion of Parcels L20.2.1 and L20.2.2 in Chapter 4)

Development with Reserve Areas or Development with Restrictions

Development

Borderland Development Areas Along NRMA Interface

Future Road Corridors within Habitat Reserves, Habitat Corridors, or Development with Reserve Areas or Development with Restrictions.



DEPARTMENT OF THE ARMY SACRAMENTO DISTRICT, CORPS OF ENGINEERS SACRAMENTO, CALIFORNIA	Zander Associates Environmental Consultants 150 Ford Way, Suite 101 Novato, CA 94945 (415) 897–8781	Habitat Management Plan Map for Former Fort Ord December 1996	Figure 1

Generic land use designations have been assigned by the HMP to allow for broad flexibility in reuse of specific development parcels. Changes in specific use of development parcels within the range of uses described through the U. S. Department of the Army (Army) environmental review process do not require revisions to the HMP. Furthermore, polygon boundaries in development areas may be modified and development polygons may be subdivided or aggregated without necessitating modifications to the HMP. Other changes to the HMP may be allowed if the affected landowners and the U.S. Fish and Wildlife Service (Service) can agree that the overall goals and objectives of the HMP will not be compromised.

2.2 The Fort Ord Base Reuse Plan

The Fort Ord Base Reuse Plan (Base Reuse Plan), adopted by the FORA Board of Directors on June 13, 1997, serves as a general plan for the former base. The Base Reuse Plan was developed in concert with the HMP to avoid conflicts in general land use designations. Land uses approved in the Base Reuse Plan are: residential, multiple educational facilities, office and research parks, light industrial and business parks, commercial and retail businesses and a variety of visitor-serving uses such as lodging, golf courses, beach and community parks and equestrian facilities.

The Base Reuse Plan defines land uses for the 28,000 acres that comprise former Fort Ord. Consistent with the HMP, the Base Reuse Plan designates nearly 17,000 acres, or over 60 percent of the land on the former base as habitat reserve area. About 4,000 acres are planned for parks, open space, visitor serving, and public facility uses. Over 2,300 acres are designated for educational or research uses, about 2,000 acres for residential units and approximately 1,500 acres for business and retail uses. The remainder of the land will be needed for infrastructure/rights of way or will be retained by the Army.

Most of the areas proposed for development in the Base Reuse Plan are designated for development without restrictions in the HMP. However, some Base Reuse Plan development areas (e.g. future road corridors, the East Garrison Area) have HMP-related issues that will require coordination with the Service and other resource agencies prior to final siting and design of development.

2.3 Land Conveyance

Through the base closure process, federal agencies have first priority for receiving surplus military land. Thus, the Bureau of Land Management (BLM) has already received approximately 7,200 acres of designated habitat reserve lands which represent the first installment in the establishment of the Natural Resource Management Area (NRMA) that is a core component of the HMP. State and local government agencies as well as non-profit organizations that serve a specific public purpose are also eligible to receive property at no cost or at a discounted price through the Public Benefit Conveyance (PBC) process. The California Department of Parks and Recreation, the University of California and others either have or will receive both habitat reserve and development lands through this process. An additional conveyance mechanism known as the Economic Development Conveyance (EDC) process allows local reuse authorities (in this case FORA and, through FORA, its member agencies) to request property specifically for economic development purposes in conformance with an

approved land use plan. FORA (and its member agencies) can then hold the property and manage it over the long term or sell it and retain the proceeds to finance infrastructure and other improvements necessary to support future development. Most of the developable lands at former Fort Ord are being transferred through FORA to its member agencies for future sale using the EDC process. However, some PBC and other requests remain that create potential land use conflicts, especially in the East Garrison area of the former base.

2.4 East Garrison Stakeholders

A number of organizations have requested lands at East Garrison but the principal parties with valid conveyance requests are Monterey Peninsula College and the County of Monterey.

2.4.1 Monterey Peninsula College

Monterey Peninsula College (MPC) is seeking an area on former Fort Ord for development of law enforcement officer training facilities which include classrooms, firing ranges and an Emergency Vehicle Operations Center (EVOC). MPC estimates that about 86 acres would be required to develop an EVOC facility, classrooms and administrative offices, depending on the location, surrounding terrain and land uses. Firing ranges would also be necessary and could involve rehabilitation and reuse of former Army ranges. MPC has a U. S. Department of Education approved PBC request for lands in the East Garrison area for development of these law enforcement officer training facilities. However, because of land use conflicts with the other prospective uses for that area (see below), the Army, MPC, the County and FORA have worked together to identify potential areas elsewhere on the former base that could suit MPC's needs.

2.4.2 The County of Monterey

For the County, the East Garrison area represents one of two major reuse opportunities at the former base. The other area of focus for the County, generally referred to as Parker Flats, consists of some 1200 acres of undeveloped lands in the central part of the base. The development of housing has been the County's primary concept for its lands at Parker Flats with various other land uses and requests for land under the County's aegis considered at East Garrison. However, for a number of reasons, including the potential danger of locating housing in former ordnance training areas, the County has recently directed its emphasis toward the provision of work-force housing at East Garrison. With this shift in emphasis, the County also hopes to accommodate MPC and the other potential stakeholders, depending on their ability to pay for the land and to complete a project. These other potential stakeholders include:

- Arts Habitat with a request to occupy the historic structures in the central East Garrison area for a live/work fine arts-oriented community.
- Monterey Horse Park with a request for a world-class equestrian center hosting international events, possibly including the 2012 Olympic equestrian events.
- Esselen Indian Nation with a request for an area that would primarily be preserved in native habitat with allowance for construction of an interpretive center, museum and village site with small campsites or "circles" and two sweat lodges.
- Akicita Luta Intertribal Society with a request for a cultural and educational preserve area where various Native American activities (e.g. cultural events, pow wows) can be held.

3.0 PROPOSED MODIFICATIONS

3.1 Overview

To resolve the land use conflicts posed by competing requests in the East Garrison Area, and to meet the County's need for developing work-force housing at former Fort Ord, MPC, the County and FORA have generally agreed to an exchange of uses between the Parker Flats and East Garrison areas. Under the agreement, MPC would locate its law enforcement training center and EVOC facility at Parker Flats. MPC would reuse existing Range 45 just south of Parker Flats and also be granted management responsibility of the former Military Operations/Urban Terrain (MOUT) facility for use in cooperation with other law enforcement agencies. The County would pursue community-based residential development at East Garrison instead of Parker Flats and would accommodate other potential East Garrison stakeholders at both locations.

The County has entered into an Exclusive Negotiating Rights Agreement with a private developer (Woodman Development) for master planning and development of lands in both the Parker Flats and East Garrison areas. Woodman Development sponsored a weeklong design charrette at Fort Ord in early November 2001 to address the issues, opportunities and constraints associated with planning for both areas. The charrette brought together all the various and potential stakeholders and resulted in design concepts for East Garrison and Parker Flats that would accommodate most of the desired land uses proposed for each area. However, some elements of these concepts would require minor boundary adjustments and other modifications to existing plans, notably the HMP and, to a lesser extent, the Base Reuse Plan.

A draft assessment of the proposed modifications was produced in February 2002 and presented to various representatives of key agencies and elected officials during late February and March 2002. Because of its implications relative to the HMP, the assessment was presented to all levels of U.S. Fish and Wildlife Service staff including the Ventura Field Office, the California-Nevada Operations Office and the Headquarters Office in Washington D.C. Subsequent technical meetings were held with representatives of the Service, the California Department of Fish and Game (CDFG), the Army, BLM, FORA, the County and others in late March and early April 2002 to further review the proposed modifications and address outstanding biological resource issues. Based on this review process, the draft assessment was revised; boundary and other adjustments were made, the analysis was expanded, and conditions were added to provide assurances that no net loss in habitat values would result from the proposed modifications.

Following is a summary of the existing HMP and Base Reuse Plan designations at East Garrison, Parker Flats and the MOUT facility and proposed modifications that would occur in each of these areas based on the planning, design and review process described above.

3.2 East Garrison

3.2.1 Existing Conditions and Plans

The East Garrison area, as identified by both the Base Reuse Plan and the HMP (Base Reuse Plan polygon 11b, HMP polygon series E11b), comprises about 730 acres at the easterly edge of

former Fort Ord (Figure 2).[1] The area is the location of older barracks, a parade ground, various buildings and other former military facilities (Cantonment Area) separated from the central or main garrison at Fort Ord and connected to it by Inter-Garrison Road. Barloy Canyon Road follows a north-south alignment through the center of the polygon and serves as a connector road to the Laguna Seca raceway during events held there. The Army's former Ammunition Supply Point (ASP) is located at the southerly end of the East Garrison polygon along Barloy Canyon Road. The developed portions of the East Garrison polygon occupy approximately 153 acres with the remainder of the polygon in annual grasslands, oak woodland and maritime chaparral habitats (Table 1 and Figure 3). The polygon is located at a transition between oak woodland and maritime chaparral habitats.

TABLE 1: EAST GARRISON LAND USE SUMMARY

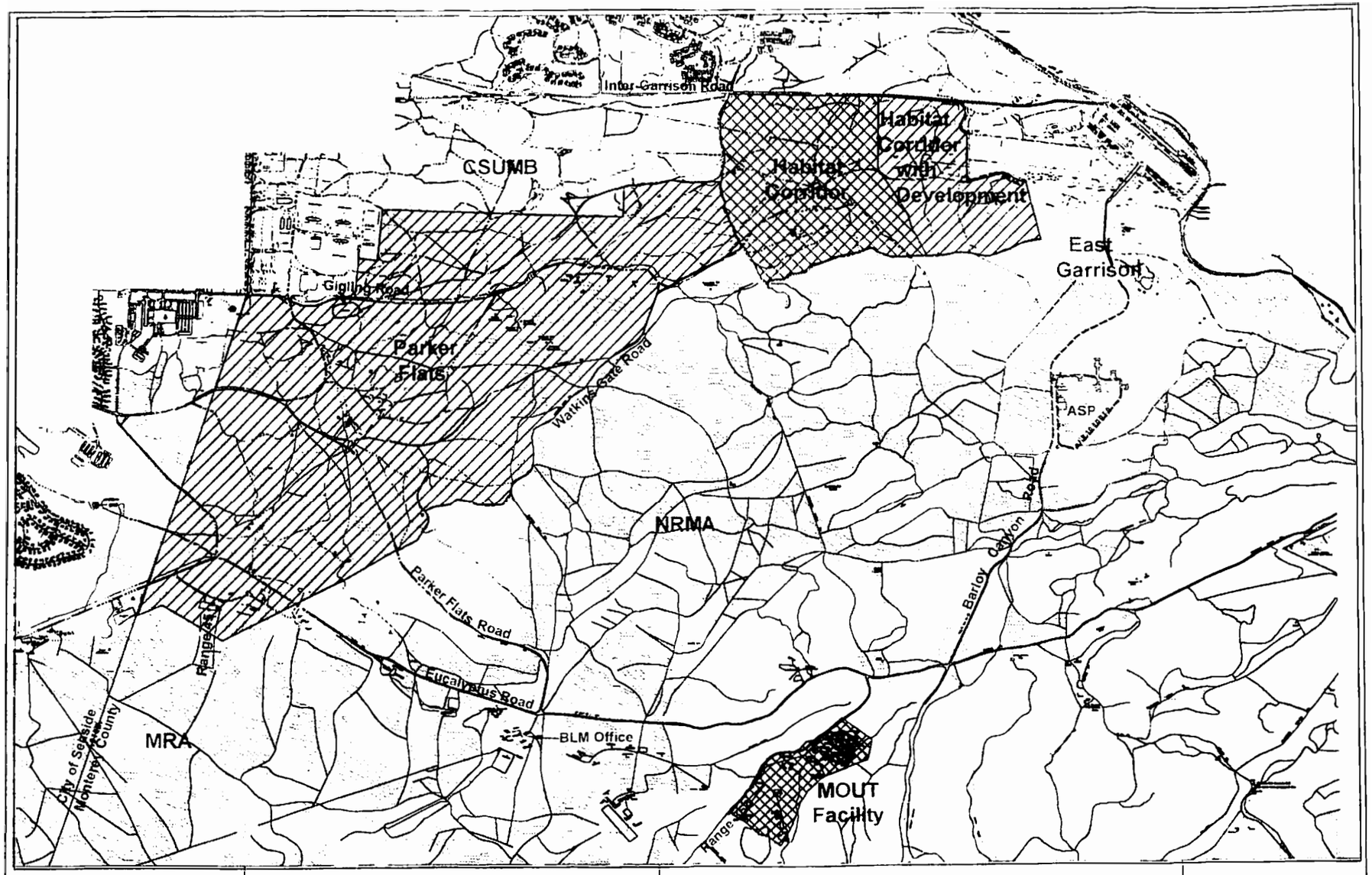
Existing Conditions (acres*)		HMP Assumptions (acres)		Proposed Modifications (acres)	
Development		**Development**		**Development**	
Cantonment Area	104	Allowable Development	200	HMP Allowable	241
Treatment Plant/Facilities	10	Treatment Plant/Facilities	10	Additional Proposed	210
ASP Facility	39	Future Road Corridor	31		
Total Development	153	Total Development	241	Total Development	451
Remaining Habitat		**Remaining Habitat**		**Remaining Habitat**	
Maritime Chaparral	227	Maritime Chaparral	n/d	Maritime Chaparral	212
Oak Woodlands	264	Oak Woodlands	n/d	Oak Woodlands	51
Grasslands	86	Grasslands	n/d	Grasslands	16
Total Habitat	577	Total Habitat	489	Total Habitat	279
Total Area	730	Total Area	730	Total Area	730

*Acreages for existing conditions are calculated using habitat survey polygons developed by Jones & Stokes Associates for the Army.

The HMP designates the East Garrison polygon as development with reserve areas or restrictions and allows for up to 200 acres of total development. Areas occupied by existing water tanks and a former sewage treatment plant (approximately 10 acres) and a proposed future road corridor through the area (comprising about 31 acres) may also be developed in addition to the 200 acres according to the HMP (Table 1 and Figure 3). The rest of the parcel is to be retained as natural habitat and managed as a habitat reserve. Recognizing the conflicting requests for the land, the HMP designates either the County or MPC as the parties responsible for ensuring that all HMP conservation and management guidelines are implemented on lands transferred to them. Siting for development at East Garrison is to be coordinated with the U.S. Fish and Wildlife Service.

The Base Reuse Plan designates East Garrison as a Planned Development Mixed-Use District. This designation is intended to encourage the development of pedestrian-oriented community centers that support a wide variety of commercial, residential, retail, professional services, cultural and entertainment activities. The Base Reuse Plan concept for East Garrison envisions

[1] Acreage calculations are approximate and may include separate road parcels and easements or other minor parcels within the boundaries of the larger East Garrison polygon. East Garrison as discussed herein does not include the East Garrison Reserve parcel as identified in the HMP (HMP polygon E11a).



Scale: 1" = Approx. 2000'

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East Garrison, Parker Flats and MOUT Facility Locations

Figure 2

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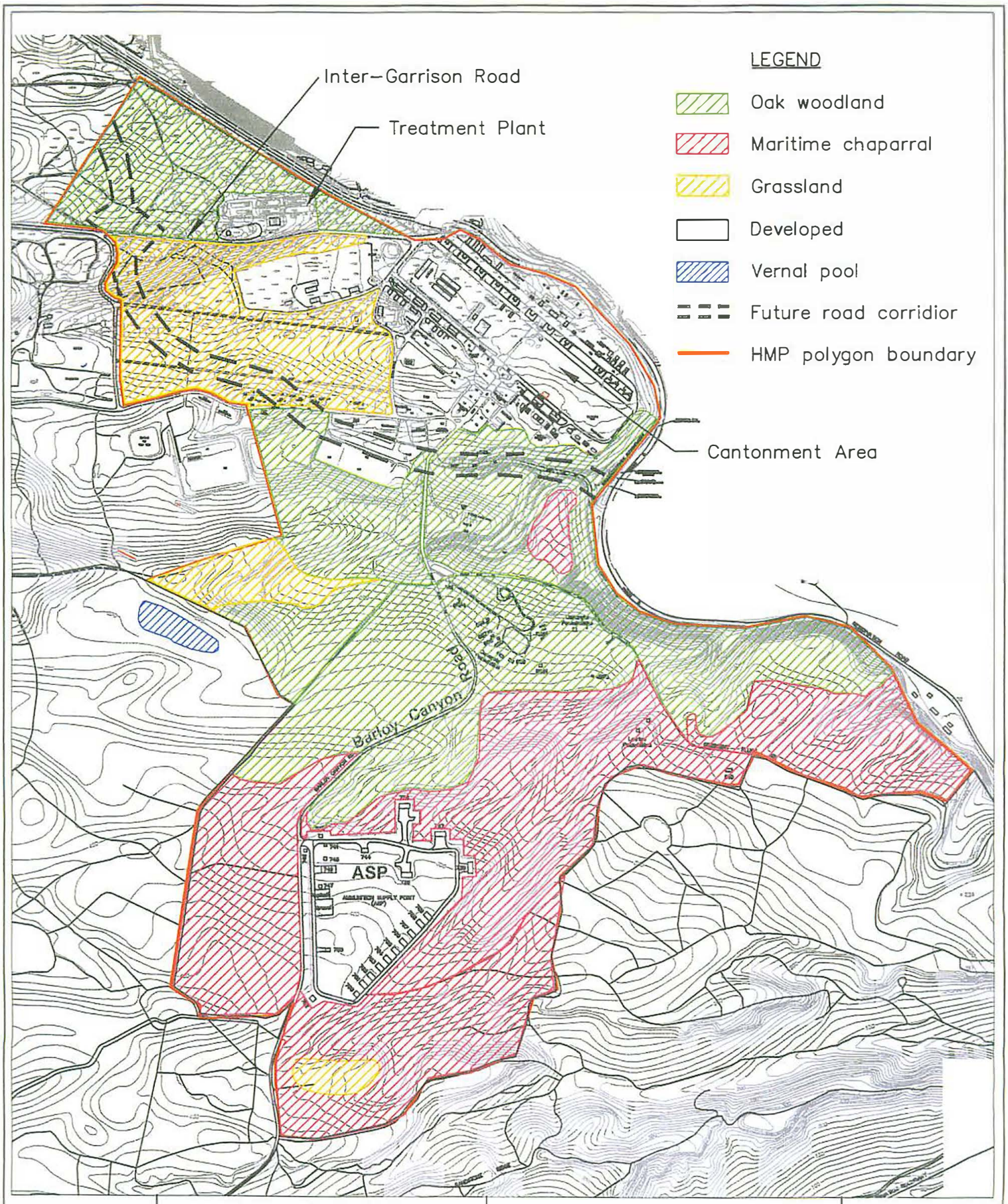

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Habitat Types
at East Garrision

Figure
3

central core village with adjacent office and commercial uses transitioning (e.g. with equestrian staging areas, trailheads) from developed areas to HMP-designated habitat reserve lands. The Base Reuse Plan also acknowledges the potential land use conflicts with the outstanding conveyance request from MPC for law enforcement officer training facilities at East Garrison.

3.2.2 Proposed East Garrison Land Uses

The modifications proposed for East Garrison would generally conform to the Base Reuse Plan by providing a mixed-use development plan with a central core village theme. The concept would accommodate the potential stakeholders identified previously with the exception of the MPC officer training and EVOC facility and the Monterey Horse Park, which would be located at Parker Flats (see below). To provide adequate area to meet the County's work-force housing and other needs (especially with all housing eliminated from Parker Flats - see below), separate, but linked development zones would be located along the Barloy Canyon Road corridor, maximizing effective use of the existing road connection, topography and the already developed ASP. As a result of the review process referenced above, the boundaries for the development footprint of the East Garrison polygon were adjusted and the development zones were connected to provide better definition between development and adjacent habitat areas. The combined footprint of the development zones, as adjusted, would total approximately 451 acres, which is about 210 acres more than the maximum development acreage allowed by the HMP (Table 1). However, the modifications at Parker Flats are intended to offset this acreage loss by establishing new designated habitat areas (see below). The proposed development footprint at East Garrison, as adjusted through discussions with resource agency personnel, is illustrated on Figure 4.

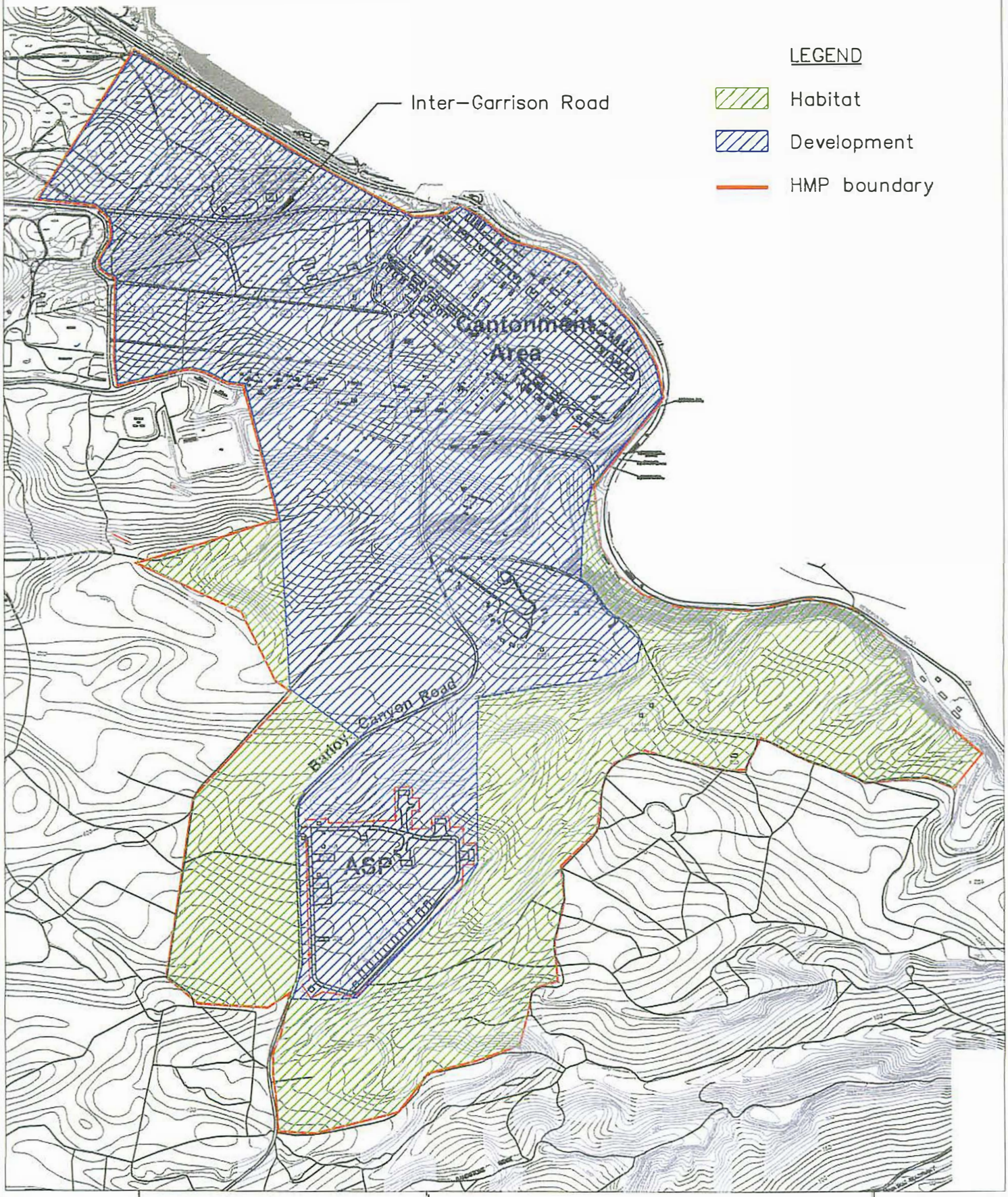
3.3 Parker Flats

3.3.1 Existing Conditions and Plans

The Parker Flats area is comprised of several HMP polygons (E19a series, E21a, E21b series, L23.2) and Base Reuse Plan polygons (19a and 21 a, b, c) that are all designated for development without restrictions.[2] The Parker Flats area occupies about 1200 acres in the central part of the former base generally bounded by Watkins Gate Road, the Multi-Range Area (MRA) and the NRMA on the south, Gigling Road and lands of California State University (CSUMB) on the north, the City of Seaside city limits on the west and the primary HMP-designated habitat corridor (HMP polygon L20.2.1) on the east (Figure 2). The area is largely undeveloped but the central portion has been used as a staging and training area for various military activities. Like East Garrison, the area lies at a transition between oak woodland and maritime chaparral habitats.

There are no HMP habitat conservation or management requirements on any of the lands in the Parker Flats polygons established by either the HMP or the Base Reuse Plan. However, because the area borders the NRMA, the designated development lands along the boundary have "borderland" requirements, which include development of fire breaks and vehicle access

[2] The only area of Parker Flats considered here that is not designated for development without restrictions is the relatively small (about 16-acre) range extension area associated with existing Range 45.



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Proposed Development Footprint at East Garrision

Figure 4

limitations. In addition, a relatively small (±15-acre) parcel (HMP polygon L23.2) is a PBC transfer as a plant reserve and outdoor teaching facility for the MPC Biology Department.

The Base Reuse Plan designates the Parker Flats area primarily for low density residential, commercial, office and light industrial development. It also anticipates opportunities for equestrian center, hotel resort and golf course development in the area.

3.3.2 Proposed Parker Flats Land Uses

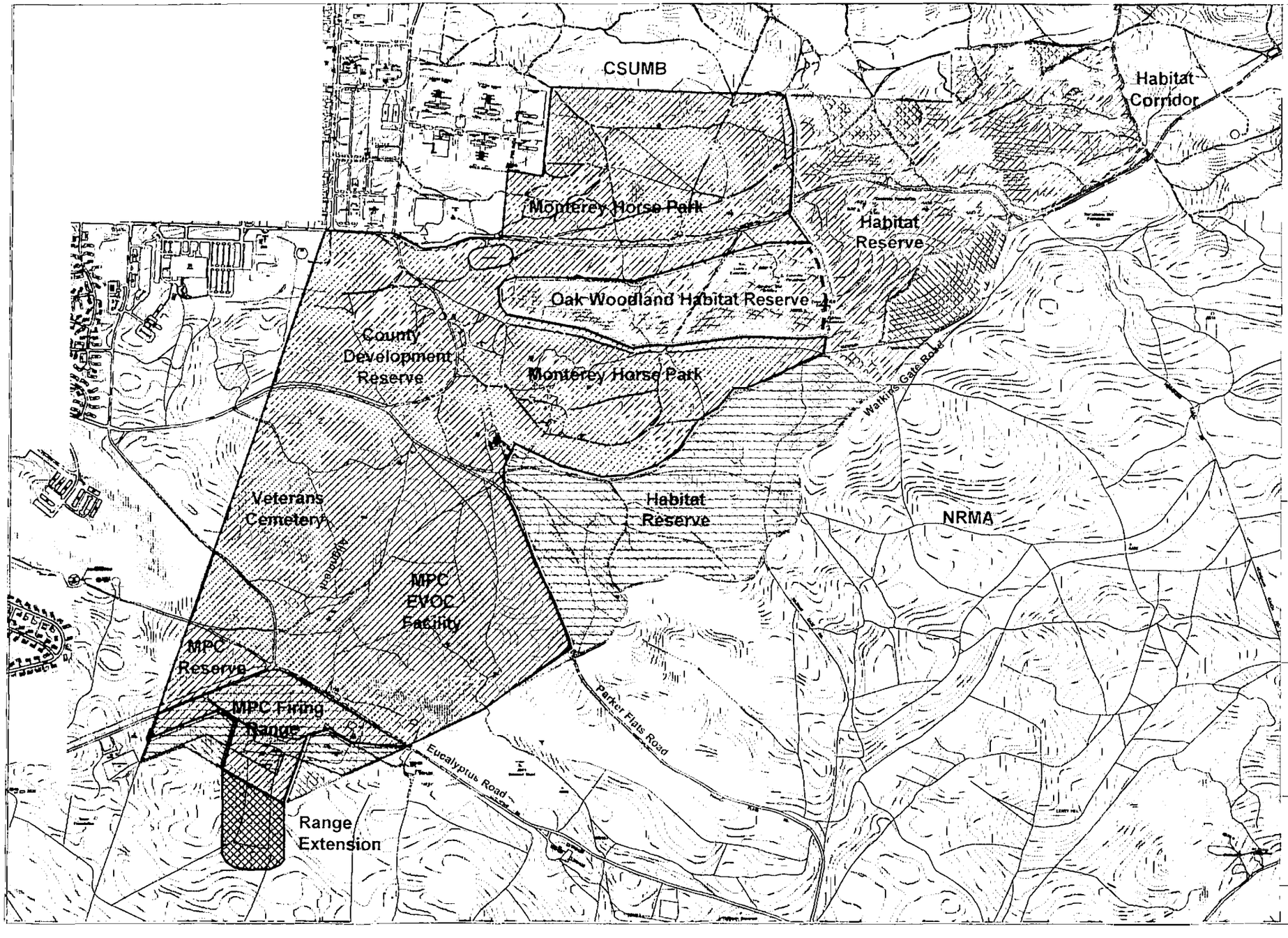
The modifications proposed for Parker Flats would change the Base Reuse Plan designations for the area by removing the residential, light industrial, golf course and other uses to accommodate the MPC officer training and EVOC facilities. Parker Flats would also provide areas for the Central Coast Veterans Cemetery, the Monterey Horse Park and other potential development (Figure 5). The MPC facilities would require minor adjustments to the existing HMP and Base Reuse Plan boundaries associated with Range 45 (HMP polygon E21b.3, Base Reuse Plan polygon 21b) to allow improvement and reuse of the existing range area (Figure 6). The line between HMP-designated development and habitat reserve areas, which currently bisects Range 45, would need to be extended to the south to accommodate the entire improved range area. The polygon boundaries would also be adjusted to balance species gains and losses and avoid recently identified populations of listed plants (see discussion below). This revised use concept for Parker Flats would reduce the development footprint originally envisioned for the area and resolve outstanding land use conflicts on properties at Fort Ord scheduled for transfer to the County. The revised use designations would also allow approximately 380 acres adjacent to the NRMA and primary habitat corridor area to be added to the existing habitat reserve areas. In addition, large areas within the Monterey Horse Park section of Parker Flats, notably a central oak woodland reserve area comprising about 70 acres would remain in native habitat. With development of appropriate resource conservation and management requirements and identification of suitable resource management entities, the new habitat reserve areas would provide greater than a 2:1 replacement ratio for the habitat acreage lost at East Garrison as a result of the proposed expanded development there.[3] These new reserve areas would also expand and enhance the habitat corridor connections to reserve areas (UC Natural Reserve, CSUMB, Landfill) to the north. However, because much of the maritime chaparral in the new reserve areas has been mechanically cleared to remove unexploded ordnance in preparation for transfer and development, the existing habitat values and species diversity in those areas may have been compromised (see further discussion below).

3.4 Military Operations/Urban Terrain Facility (MOUT)

3.4.1 Existing Conditions and Plans

The MOUT facility is located in a relatively isolated valley on an approximately 63-acre parcel (Base Reuse Plan polygon 26, HMP polygon F1.7.2) near the intersection of Eucalyptus Road and Barloy Canyon Road (Figures 1 and 2). The MOUT is a purpose-built mock village used by

[3] Following the assumptions discussed above (see Table 1), approximately 210 acres of additional habitat beyond the allowances of the HMP would be lost at East Garrison because of the proposed modifications. Thus, 210 x 2 = 420 < 450.



Scale: 1" = Approx. 1200'

LEGEND

- Habitat Reserve areas:
  - Oak woodland
  - Maritime chaparral
  - Grassland
- Development
  - Designated development
  - Extended development
- Areas mechanically cleared
- Proposed location of Horse Park cross country trail

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Parker Flats Development Concept

Figure 5

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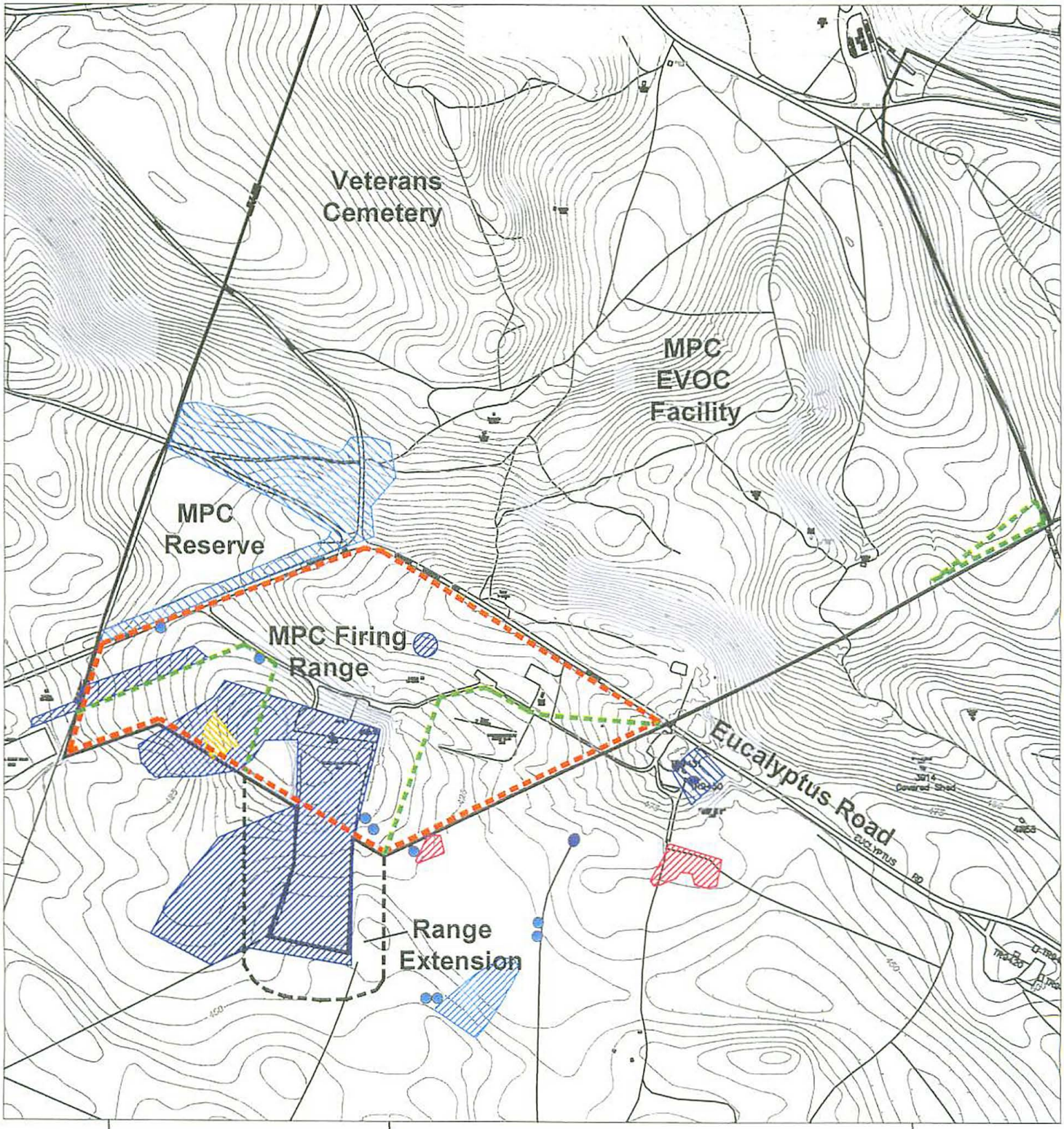
LEGEND

- Bird's beak (1997–99 and 2000 HLA vegetation surveys)
- Monterey spineflower (1997–99 HLA vegetation surveys)
- Monterey spineflower–HD (2000 HLA vegetation survey)
- Monterey spineflower–MD (2000 HLA vegetation survey)
- Monterey spineflower–HD + sand gilia (2000 HLA vegetation survey)
- Sand gilia (2000 HLA vegetation survey)
- Sand gilia (2001 EMC vegetation survey)
- Development area redesignated as habitat
- Polygon E21b.3



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MPC EVOC Facility and Firing Range with Listed Species Locations (1997–2001 Surveys)

Figure 6

the military for urban warfare training. The facility continues to be used by the Federal Bureau of Investigation (FBI) and various other law enforcement agencies under a lease arrangement with the Army. The undeveloped slopes surrounding the MOUT facility support oak woodland and maritime chaparral habitats.

The HMP designates the MOUT polygon as development with no restrictions and allows for its continued use as a training facility through lease arrangements with BLM. The Base Reuse Plan also acknowledges its continued use.

3.4.2 Proposed MOUT Land Uses

With the proposed modifications, the MOUT would continue to be used for law enforcement training under the direction of MPC. No significant changes to the facility would occur but an adjustment to the HMP polygon boundary would be necessary to accommodate the full extent of existing Range 35A and generally secure the perimeter of the facility. The boundary would also be adjusted to add about 13½ acres of the polygon to the NRMA as habitat reserve since that area is not needed for the facility (Figure 7).

4.0 ASSESSMENT

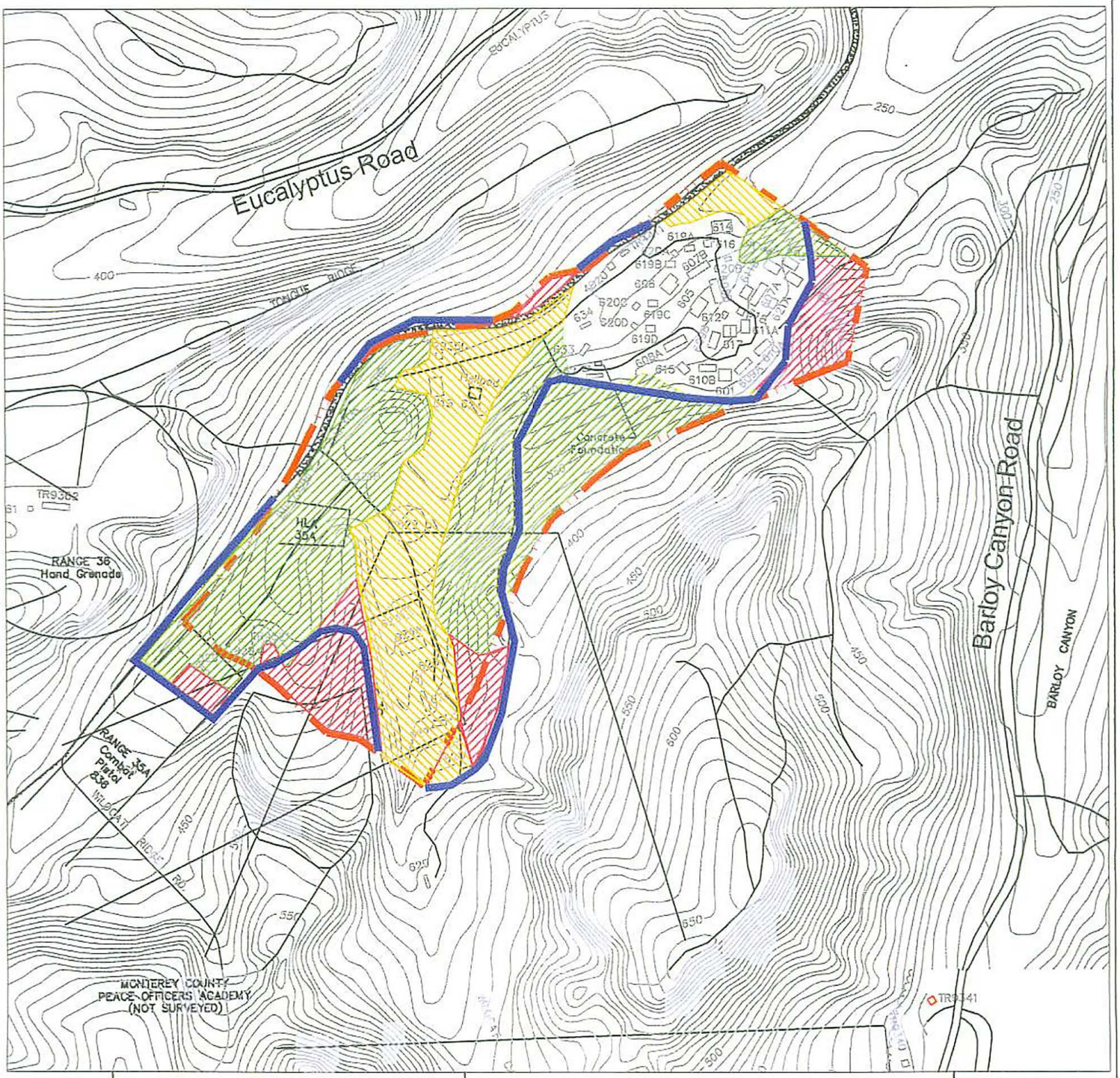
The following analysis was completed to evaluate the effects of the proposed land use modifications at East Garrison, Parker Flats and the MOUT facility relative to the requirements of the HMP and its goals and objectives for preservation of biological resources. Three levels of analysis were completed for each area: consideration of changes that might be needed to HMP land use designations and requirements, assessment of habitat losses and gains, and assessment of HMP Species losses and gains. The analysis benefited from review by key resource agency personnel and has been modified in response to comments received during that review process. In particular, boundary considerations at East Garrison and the habitat value assumptions at Parker Flats have been revised to address issues raised through that review.

HMP land use designations and resource conservation and habitat management requirements for the East Garrison, Parker Flats and MOUT polygons were reviewed to evaluate consistency with the HMP. New information (e.g. more recent survey data for California tiger salamander not included in the HMP) and recommendations from key reviewing agencies, especially the Fish and Wildlife Service were also considered. Section 4.1 addresses the consistency of the proposed modifications with the HMP's land use categories and requirements.

To quantify losses and gains of the various habitat types and HMP Species, habitat and species mapping completed for the Army's *Flora and Fauna Baseline Study of Fort Ord, California* (1992) was used. More current mapping was available in limited areas (e.g. the Range 45 area) and that information was also considered as appropriate. Polygons (GIS-based), developed by Jones and Stokes Associates (JSA polygons) to map biological resources for the baseline studies, were overlaid (electronically) on the proposed land use maps for East Garrison, Parker Flats and the MOUT to determine the extent of the effects of the proposed modifications on each resource type and its associated species. Results of this gain/loss analysis are presented in Sections 4.2 and 4.3. Polygon maps and polygon-specific tabulations (effects on high, medium and low densities of each HMP Species) are presented in Appendix B.

LEGEND

- Oak woodland
- Maritime chaparral
- Grassland
- Developed
- HMP polygon boundary
- Proposed boundary adjustments



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Proposed Adjustments at MOUT Facility

Figure 7

4.1 HMP Land Use Categories and Requirements

4.1.1 East Garrison

The existing HMP land use designation for the East Garrison polygon is development with reserve areas or restrictions. The maximum development area allowed by the HMP is about 241 acres with the remainder of the polygon to be managed as habitat reserve (see Table 1). The proposed modifications would not change the HMP designation but would add about 210 acres to the allowable development area. This additional development acreage represents a modification to the HMP's resource conservation requirements for East Garrison and would need approval from the Fish and Wildlife Service. No development boundary is specified by the HMP, but coordination with the Service in siting development is required. The Service has already directed some boundary adjustments to the proposed development footprint at East Garrison through the review process described above. Increased setbacks from vernal pool habitat to the west of the East Garrison polygon, better defined (more manageable) boundaries between habitat and development, and clear connections between development zones have all been incorporated into the proposal through coordination with the Service and other resource agencies. The resulting development boundary (Figure 4) is intended to represent a "maximum allowable" footprint for the purposes of this assessment; the Service recognized that some further boundary adjustments could be made in the future if all parties agreed that the adjustments were superior (e.g. allowed for more effective border conditions within the development footprint such as firebreaks, fire management access and better habitat setbacks). Further boundary adjustments would be coordinated with the Service as site-specific planning for East Garrison proceeds. The ultimate alignment of the future road corridor providing access into the East Garrison area from the north would also be coordinated with the Service to avoid isolating habitat reserve lands. This coordination is consistent with the HMP and could be handled through the Fort Ord Coordinated Resource Management and Planning (CRMP) program as site-specific planning for East Garrison proceeds.

A new HMP resource conservation requirement would need to be added to protect California tiger salamanders (CTS) known to occur in the vernal pool located west of the East Garrison polygon (see Figure 3). The requirement would specify construction of a low wall or other suitable barrier to CTS migration along the development/reserve boundary to the east of the vernal pool when development occurs in that area. No changes would be necessary to the HMP's existing management requirements or parties identified as responsible for managing the remaining habitat areas at East Garrison. However, habitat management requirements (in addition to the fire management requirements noted above) will need to be considered in any boundary adjustments or other site-specific borderland planning.

Finally, use of the minor roads from East Garrison that pass through habitat reserves would also need to be considered through the CRMP program. Inter-Garrison Road and Reservation Road (via the future road corridor connection) are expected to be the primary travel routes servicing East Garrison, consistent with the assumptions used for the HMP. However, increased development of the area could increase use of minor roads such as Barloy Canyon Road to the south and Watkins Gate Road to the west, potentially affecting HMP Species. Barloy Canyon

Road provides access to Laguna Seca raceway during events but is otherwise gated to through traffic at Eucalyptus. These conditions are not expected to change as a result of the proposed modifications at East Garrison.[4] Watkins Gate Road and Eucalyptus Road (via Barloy Canyon Road) connect East Garrison with Parker Flats. With the proposed modifications, Parker Flats would become less of a destination or source of traffic, almost certainly reducing travel on these connector roads below the levels that would have accompanied HMP buildout. While all parties recognize the potential effects on HMP Species of increased use of minor roads through habitat reserve areas, further road closures are not proposed here. However, FORA, the County, the Service and others have agreed to review the disposition and use of minor roads through the CRMP program, and to incorporate appropriate habitat protection measures into the Habitat Conservation Plan prepared through CRMP.

4.1.2 Parker Flats

The existing HMP land use designation for most of the Parker Flats area is development with no restrictions.[5] The proposed modifications would require boundary adjustments to designate approximately 380 acres adjacent to BLM's NRMA and the central habitat corridor polygon (HMP polygon L20.2.1) as habitat reserve. Approximately 70 acres of oak woodlands within the proposed Monterey Horse Park area would also need to be designated as habitat reserve, or possibly, development with reserve areas or restrictions along with the rest of the Horse Park area (see below). Finally, the boundary between development and habitat areas around Range 45 (HMP polygon E21.b.3) would need to be adjusted to accommodate MPC's plans for reuse of that range, balance habitat losses and gains, and avoid known locations of certain listed species.

The existing borderland development requirements along the NRMA would need to move (and possibly be modified) in concert with the adjusted boundary lines. In addition, internal habitat boundary management agreements among habitat managers could be necessary, depending, in part, on the responsible management entities identified for the newly adjusted habitat areas. For example, through the review process noted above, BLM expressed a willingness to consider extending its management responsibility (and possibly ownership) to a well-defined boundary north of the existing NRMA boundary, but not necessarily to all newly adjusted habitat areas. In such a case, the County or another designated habitat manager would be responsible for enforcing borderland restrictions in developed areas adjacent to habitat reserve areas and coordinating internal habitat boundary issues with BLM. BLM also expressed concern about public access in proximity to live fire at Range 45 and suggested that MPC (or the County) may need to assume management responsibility (and enforce access restrictions) within a defined perimeter habitat reserve area surrounding the range. The 70 acre oak woodland preserve within the Horse Park area also poses particular boundary management issues because of its relatively large edge to area ratio and its setting within an active use area. Details of boundary requirements and suitable management entities for each component of the new habitat areas will need to be defined and coordinated with the Service and others through the CRMP program.

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[4] BLM manages the gate closure on Barloy Canyon Road and has considered moving the gate to the southern end of the East Garrison polygon when development occurs there.

[5] The only area associated with the proposed modifications at Parker Flats not designated for development by the HMP is the small (approximately 16-acre) area associated with Range 45 that would be incorporated into the MPC plans through a minor boundary adjustment as noted in the discussion.

Resource conservation and management requirements, similar to those specified for the NRMA, would need to be developed for the newly adjusted habitat reserve areas. The areas would be managed to maintain and restore native habitat, especially maritime chaparral habitat. Because much of the maritime chaparral habitat (approximately 162 acres) in the Parker Flats area has been mechanically cleared in preparation for transfer, controlled burning, which is already a management requirement in the NRMA, would be critical for the restoration and maintenance of habitat values in these areas (see discussion below). Other management requirements associated with the NRMA (e.g. invasive weed control, erosion control, access control, monitoring) would also apply in these areas, with the exception of the 2% development allowance for the NRMA. While existing roads and trails through the habitat areas could remain, be realigned and used for recreational activities (e.g. equestrian trails/courses), no areas with natural vegetation would be converted to development-oriented uses in the new habitat areas. Any proposed trail or road realignments would be coordinated with the Service through the CRMP program. The oak woodland reserve in the Horse Park area (or possibly the adjacent oak woodlands and grasslands to the east) would include an allowance for a section of the proposed cross-country course. The course section would require two lanes, each approximately 75 feet wide. However, no buildings, grandstands, corrals, parking areas or other developments would be allowed in the habitat reserves. Requirements to minimize removal of native vegetation and maintain an aggressive weed control program over the entire Horse Park use area would be included as a development condition (through designation of the area as development with reserve or restrictions). A Natural Resources Management Plan would need to be prepared for all the newly adjusted habitat areas in coordination with BLM's planning efforts for the NRMA. Additional costs and funding for habitat management, beyond funds previously allocated, would need to be included in the planning.

4.1.3 MOUT

The existing HMP land use designation for the MOUT facility is development with no restrictions. The proposed modifications would require a boundary adjustment to designate approximately 13½ acres adjacent to the NRMA as habitat reserve. The boundary adjustment would also need to incorporate the existing part of Range 35A and other areas that are currently outside of designated development (totaling just under four acres) into the MOUT polygon to secure the perimeter of the facility and accommodate MPC's plans (Figure 7). BLM would need to agree to the boundary adjustments and to the management responsibilities associated with an addition to the NRMA.

4.2 Habitat Acreage

4.2.1 East Garrison

The East Garrison development footprint as proposed (Figure 4) would maximize use of existing developed areas but would also result in the loss of about 298 acres of habitat. About 213 acres of oak woodland, 15 acres of maritime chaparral and 70 acres of non-native grasslands would be lost in addition to the 153 acres of existing developed areas located in the Cantonment Area and the ASP (Table 2). Assuming that the HMP also anticipated maximum use of the Cantonment Area and ASP, approximately 88 acres of habitat loss would accompany buildout of East

Garrison as allowed by the HMP. Thus, the proposed modifications result in about 210 more acres of habitat loss than allowable HMP buildout. However, the impact of HMP buildout on specific habitat types was not quantified because no specific development plan (beyond the allowable 241 acres) was identified in the HMP. While some of that loss would be attributable to the designated future road corridor, which passes through grasslands and oak woodlands (Figure 3), the remaining habitat loss was not assigned in the HMP.

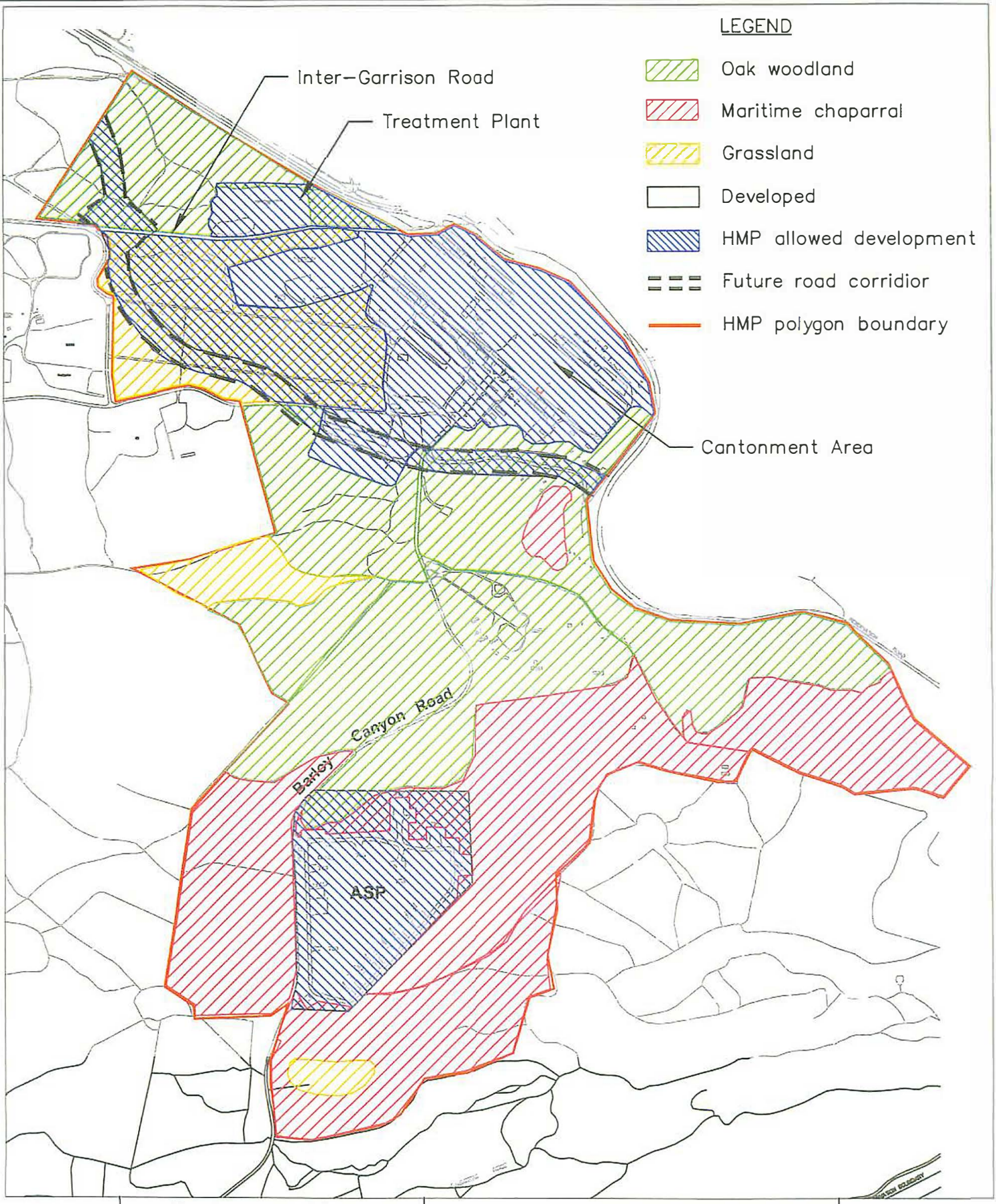
TABLE 2: EAST GARRISON HABITAT LOSS SUMMARY

	Existing Development (acres)	Habitat (acres)				Total (acres)
		Maritime Chaparral	Oak Woodland	Grassland	Total	
Proposal	153	15	213	70	298	451
HMP Buildout	153	9	23	56	88	241
Difference	0	6	190	14	210	210

For the purposes of this assessment, we assume that allowable HMP buildout at East Garrison would be concentrated near the developed Cantonment Area and the ASP and that habitat losses would occur in adjacent areas. Expansion of the development footprint in these areas would take advantage of existing disturbance and minimize further encroachment into habitat areas. We further assume that the alignment and size of the future road corridor would remain as mapped in the HMP. Following these assumptions, relying on the principle of well-defined, manageable boundaries, and allocating the 88 developable habitat acres accordingly, we produced an HMP buildout alternative against which to compare the proposed modifications. Figure 8 illustrates the HMP buildout alternative and Table 2 provides a summary of its effects on HMP habitat types. Based on these assumptions, net losses of about 190 acres of oak woodland, 6 acres of maritime chaparral and 14 acres of grasslands beyond the HMP allowances would result from the proposed modifications at East Garrison. These losses would need to be replaced in kind for consistency with the HMP.

4.2.2 Parker Flats

Since all of Parker Flats (except for the small area associated with Range 45) is designated for development, the proposed reduction in the development footprint provides an opportunity for boundary adjustment and redesignation that could compensate for habitat acreage losses at East Garrison and result in a net gain in habitat reserve area adjacent to the NRMA. This new reserve area would also increase opportunities for habitat corridor connections through the CSUMB property to the landfill polygon (HMP polygon E8a.1) as well as expanding the existing corridor connection (HMP polygon L20.2.1) to the northern reserve areas along Reservation Road. The Parker Flats development footprint as proposed (Figure 4) would result in the preservation of about 249 acres of oak woodland, 196 acres of maritime chaparral and 18 acres of grassland habitats that were not anticipated for preservation in the HMP (Table 3). Subtracting the loss of about 16 acres of area mapped as maritime chaparral associated with the improvement and reuse of Range 45, the net gain in maritime chaparral habitat acreage at Parker Flats, beyond that



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HMP Buildout Alternative

Figure 8

anticipated by the HMP, would be about 180 acres. Thus, total habitat available as credit at Parker Flats to offset the 210 acres of losses at East Garrison is about 447 acres (Table 3).

TABLE 3: OVERALL HABITAT LOSSES/GAINS

	Maritime Chaparral	Oak Woodland	Grassland	Total
East Garrison				
Loss	**(5.6)**	**(189.9)**	**(14.5)**	**(210)**
Parker Flats				
Gain	195.8	249.5	17.9	463.2
Loss	(16.1)	0	0	(16.1)
Net	**179.7**	**249.5**	**17.9**	**447.1**
MOUT				
Gain	5.2	8.2	0	13.4
Loss	(1.7)	(1.5)	(0.6)	(3.8)
Net	**3.5**	**6.7**	**(0.6)**	**9.6**
Overall Net	**177.6**	**66.3**	**2.8**	**246.7**

However, most of the maritime chaparral habitat in the newly adjusted reserve area (about 162 acres) has been mechanically cleared for ordnance and explosives removal prior to transfer (Figure 5). Consequently, while actual acreage of maritime habitat would increase, it may not currently support the habitat quality (as determined by diversity and densities of species) necessary to compensate for losses at East Garrison. Therefore, controlled burning and monitoring in the mechanically cleared chaparral habitat areas indicated on Figure 5 would need to be specified as priority HMP management requirements in an effort to recover full habitat value in those areas and realize full compensation credit for the proposed modifications (see further discussions below).

4.2.3 MOUT

The proposed boundary adjustments at the MOUT facility would result in an additional gain of approximately eight acres of oak woodland and five acres of maritime chaparral habitats along its southern boundary adjacent to the NRMA. The extension of the boundary to accommodate exiting Range 35A would result in loss of an approximately two-acre area mapped as both oak woodland and maritime chaparral (even though the area has been cleared and graded for range use). Other minor boundary adjustments along the perimeter of the MOUT would result in losses of maritime chaparral (about one acre) and grasslands (about half an acre), resulting in a net gain in overall habitat reserve acreage of about nine and one half acres at the MOUT.

4.3 HMP Species

4.3.1 East Garrison

One federally listed threatened plant, Monterey spineflower (*Chorizanthe pungens* var. *pungens*), has been mapped within the East Garrison polygon boundary defined by the HMP. No other federally or state listed species have been recorded in the polygon area. However, several other HMP species are known to occur in the East Garrison polygon according to the HMP (p. 4-50). They include Toro manzanita (*Arctostaphylos montereyensis*), sandmat manzanita (*A. pumila*),

Monterey ceanothus (*Ceanothus rigidus*), Eastwood's ericameria (*Ericameria fasciculata*) and Hooker's manzanita (*A. hookeri* ssp *hookeri*). Potential habitat for the Monterey ornate shrew (*Sorex ornatus solarius*), based on the presence of oak woodlands, is also noted in the HMP. More recent surveys have also identified the presence of California tiger salamanders in the vernal pond to the west of the East Garrison polygon.

The effects of the proposed East Garrison land use footprint on acreage mapped for HMP Species are summarized on Table 4 with further detail provided in Appendix B. The extent of the impact was quantified based on comparison with the HMP buildout alternative discussed above (Figure 8). For the purposes of this assessment, we assume that all losses to acreage supporting HMP Species over and above the losses associated with the HMP buildout alternative will need to be offset by replacement (through reserve designation and appropriate management) of equal or greater acreage for these species.

TABLE 4: SUMMARY OF HABITAT AND SPECIES LOSSES/GAINS

HABITAT (acres)		HMP SPECIES[1] (acres)							
		Armo	Chpu	Arpu	Erfa	Arho	Ceri	Gitea	Coril
East Garrison									
OW	(189.9)[2]	(88.5)	(29.4)						
MC	(5.6)	(5.6)			(0.9)		(0.9)		
G	(14.5)		(3.2)	(3.2)					
NET	**(210)**	**(94.1)**	**(32.6)**	**(3.2)**	**(0.9)**		**(0.9)**		
Parker Flats									
OW	249.5		116.9						
MC	195.8 (16.1)	174.5	169.7 (16.1)	168.1 (16.1)	123.6 (16.1)	174.5	169.7 (16.1)	1.6	16.1 (16.1)
G	17.9		17.9						
NET	**447.1**	**174.5**	**288.4**	**152**	**107.5**	**174.5**	**153.6**	**1.6**	**0**
MOUT									
OW	(1.5) 8.2	(1.5) 8.2				(1.5) 7.0			
MC	(1.7) 5.2	(0.6) 5.2	(0.6) 2.6		(0.6)	(1.7) 2.6	(1.7) 5.2	(0.6)	
G	(0.6)								
NET	**9.6**	**11.3**	**2.0**		**(0.6)**	**6.4**	**3.5**	**(0.6)**	
TOTAL NET	**OW = 66.3 MC = 177.6 G = 2.8**	**91.7**	**257.8**	**148.8**	**106**	**180.9**	**156.2**	**1.0**	**0**

1. Definition of species acronyms: Armo (*Arctostaphylos montereyensis*), Chpu (*Chorizanthe pungens* var. *pungens*), Arpu (*Arctostaphlos pumila*), Erfa (*Ericameria fasciculata*), Arho (*Arctostaphlos hookeri* ssp. *hookeri*), Ceri (*Ceanothus rigidus*), Gitea (*Gilia tenuiflora* ssp. *arenaria*), Coril (*Cordylanthus rigidus* var. *littoralis*)

2. Parentheses indicate negative numbers or losses.

4.3.2 Parker Flats

Three federally and/or state listed plant species, Monterey spineflower, sand gilia (*Gilia tenuiflora* ssp. *arenaria*) and seaside bird's beak (*Cordylanthus rigidus* ssp. *littoralis*) have been recorded from the Parker Flats area. Monterey spineflower (mostly low densities) is relatively widespread throughout the area, while sand gilia and seaside bird's beak are limited to specific locations toward the southerly end of the area. In recent years, the Army and others have conducted focused surveys in selected areas of Parker Flats to update the record for these listed species. The results of these surveys are illustrated on Figure 6. Numerous other HMP Species are also known from Parker Flats. With the exception of losses associated with the boundary adjustment for Range 45 (see Table 2), all losses of HMP Species in Parker Flats were anticipated by the HMP.

The proposed improvements and reuse of Range 45 and associated boundary adjustments merit special consideration here. The Army's baseline studies identified a variety of HMP Species in a large, approximately 300-acre polygon (JSA polygon #735) that includes existing Range 45 and almost all of HMP polygon E21b.3 (Figure 9). While polygon E21b.3, containing a part of Range 45, is designated for development without restrictions, the remainder of the range is designated as habitat reserve. Consequently, Table 4 indicates that some losses of HMP Species at Parker Flats will result from the proposed range reuse. However, polygon boundaries have been adjusted to balance these losses by gains for all species (and species densities) recorded in the baseline studies. In addition, the subsequent focused plant surveys referenced above identified specific locations of Monterey spineflower, seaside bird's beak and sand gilia in the vicinity of Range 45. Spineflower, an aggressive colonizer of suitable disturbed areas, was mapped within and around the existing range footprint; small colonies of gilia and bird's beak were found in surrounding areas, including inside unrestricted development areas (Figure 6). MPC's proposal to improve and reuse the existing range in its same general footprint would preclude long-term sustainability of most HMP Species within the active range area.[6] However, the polygon boundaries have also been adjusted to avoid these recently mapped locations of bird's beak and gilia so that these areas will be included in the adjacent NRMA.

As originally mapped, HMP Species distribution and densities in the additional acreage proposed as new habitat reserve could not only offset the acreage losses in East Garrison, but could result in a net gain for most HMP Species overall (Table 4). However, because the Army has already completed mechanical vegetation clearance to facilitate unexploded ordnance removal in much of the maritime chaparral area (about 162 acres) within the adjusted habitat reserve, habitat quality may be compromised. Especially for certain fire-dependent species such as Toro manzanita, sandmat manzanita and Monterey ceanothus, there may be differences between species distributions and densities as originally mapped for the baseline studies and current conditions. Further evaluation of HMP Species gains and losses assuming reduced and no (zero) values for certain HMP Species in mechanically cleared areas at Parker Flats were conducted at the direction of the Fish and Wildlife Service in an effort to quantify these differences (Appendix B). Net losses of several species, particularly Toro manzanita, would result with these reduced values. Consequently, controlled burning and monitoring in these chaparral habitat areas will be

[6] Monterey spineflower and other species could persist even with use of the area as a firing range.

Species of Concern

Polygon 735:
ARPU
CERI
CHPUP
CORIL
ERFA

Polygon 646:
ARHOH
ARMO
CERI
CHPUP
ERFA
GITEA

LEGEND

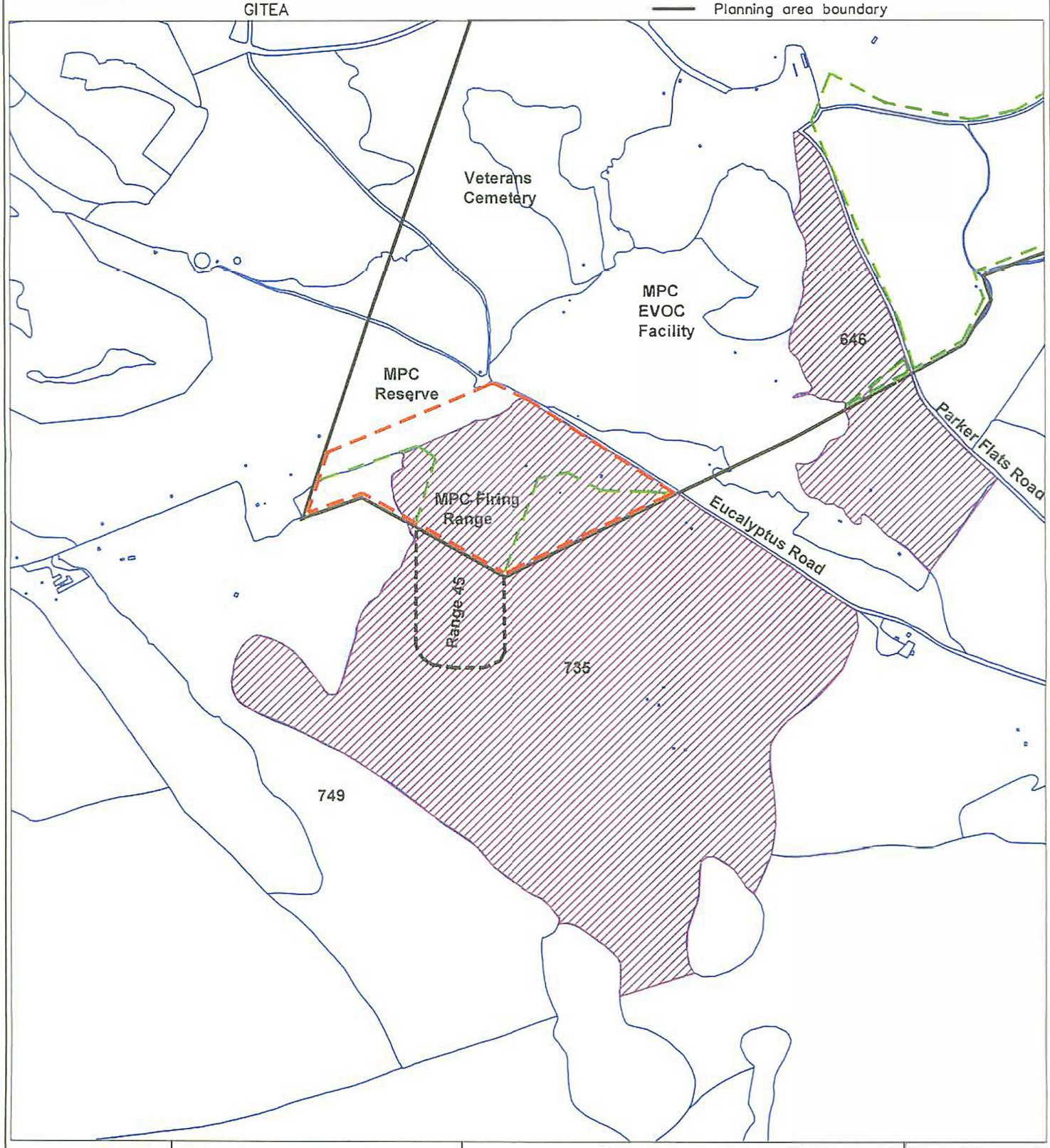
735 JSA polygons and numbers

Habitat Reserve areas

Polygon E21b.3

Range extension area

Planning area boundary



Scale: 1" = Approx. 1100'

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MPC Boundary Adjustments in Relation to JSA Polygons at Parker Flats

Figure 9

required in a relatively short term (3-5 years) to assure continued habitat sustainability for these species and to realize full compensation credit for the proposed modifications.

FORA and the County recognize the need for prescribed burning in the chaparral areas at Parker Flats and would apply for a burn permit from the Monterey Bay Area Unified Air Pollution Control District within six months of a preferred burn date established by a professional fire specialist working through the CRMP program. Prior to burning (and no later than September 1, 2003), FORA and the County would quantitatively characterize the condition of the HMP Species in the mechanically cleared areas at Parker Flats to establish a pre-burn monitoring baseline for addressing success criteria and prescribed burn goals. Post-burn monitoring would be conducted following procedures and a schedule established in coordination with the designated fire specialist through the CRMP program. Success criteria, established in coordination with the CRMP program, would be used to determine whether restoration goals are met through the prescribed burn.

If FORA and the County are unable to perform the prescribed burn or if restoration goals are not met following a burn, certain contingency measures, coordinated through the CRMP program, could be undertaken such as habitat restoration of eroded, unused trails, roads or other degraded sites within habitat reserve lands. Alternatively, FORA and the County could decide to comply with the existing habitat conservation and management requirements of the executed HMP if development has not yet proceeded beyond the allowances of those requirements, effectively abandoning the proposed exchange of habitat areas for development areas (see Appendix C).

4.3.3 MOUT

The area in and around the MOUT polygon supports numerous HMP Species. The proposed boundary adjustments at the MOUT facility would result in both small losses and gains of habitat mapped as supporting these species (Table 2). The net result of the proposed modifications (which are primarily being done to rectify the inaccuracies of past, large-scale mapping error) would be a small gain for most HMP Species with the exception of two species (Eastwood's ericameria and sand gilia). These species are mapped as occurring in the range extension area following the same principles discussed above (i.e. relatively large polygons and large scale mapping effort for general planning purposes). Following the methodology used to calculate net losses and gains for other species (Table 4 and Appendix B), losses to both ericameria and gilia are offset by designating additional reserve areas at Parker Flats.[7]

5.0 CONCLUSIONS AND RECOMMENDATIONS

The proposed boundary adjustments and other modifications discussed herein could enable appropriate uses in appropriate areas at Fort Ord without compromising the overall goals and objectives of the HMP and the Base Reuse Plan. No material changes to the HMP or to the general HMP land use designations should be necessary. Rather, existing designations coupled

[7] Low density sand gilia was recorded in both JSA polygon #646 at Parker Flats and JSA polygon #940 at the MOUT. Approximately 1.6 developable acres of polygon #646 will be dedicated as habitat to replace about 0.6 acres of loss in polygon #940 at the MOUT, an almost 3:1 replacement ratio (see Figures 8 & 9 and Appendix B).

with boundary adjustments in selected areas could accommodate the proposed modifications. However, depending on the preferred management entities for the newly adjusted habitat reserve areas (e.g. BLM, the County), revised ownership or polygon designations may be warranted. In addition, some redesignation (equivalent to "down-zoning") in certain polygons (e.g. change from development to development with restrictions in the Monterey Horse Park area) would provide greater assurances for long-term habitat protection.

Approximately 210 acres of habitat and species losses could occur at East Garrison that were not contemplated by the HMP, but these could be offset by equivalent or better gains in kind at Parker Flats, assuming a controlled burn program is initiated in a timely manner (see above). On a habitat level, protected acreage for both oak woodland and maritime chaparral would increase within newly adjusted habitat reserve areas at Parker Flats comprising about 447acres, 380 acres of which is directly adjacent to the NRMA. With implementation of habitat management and other measures discussed herein, especially with the use of prescribed fire as a management tool, there could be no net loss in HMP Species and potentially considerable gain in some species such as Monterey spineflower, Hooker's manzanita, sandmat manzanita and Monterey ceanothus. An expanded and enhanced corridor connection between the NRMA and reserve areas to the north would result and borderland areas along the NRMA would support compatible uses.

The HMP allows for changes within designated development parcels without the need for revisions to the HMP or formal consultation with the U.S. Fish and Wildlife Service. Other modifications can be (and have been) made with support and concurrence from the Army and the Service (HMP, p. 1-14 & Appendix C). For the proposed modifications presented herein to proceed, the Army and BLM will need to support them and the Service will need to determine that they are consistent with the goals and objectives of the HMP. The California Department of Fish and Game and other agencies and organizations with direct involvement or interest in habitat management at the former base, will also be key parties in the approval of this proposal.

Through the review process described in this report, various conditions that would allow the U.S Fish and Wildlife Service and other agencies referenced above to support and approve these proposed modifications were discussed and ultimately agreed to in concept by FORA and County staff. Many of these conditions have already been discussed in this analysis. A complete listing of these conditions is attached as Appendix C. Based on this assessment and on initial coordination with resource agencies and other interested parties, FORA and the County would need to agree to these conditions for the proposed modifications to be approved. Doing so would provide the necessary assurances to the Service and others that no net loss of HMP Species or habitat would result from the proposed modifications.

APPENDIX A

HMP SPECIES

HMP SPECIES

Common Name	Scientific Name	Status[1] Federal/State/Other
Plants		
Sand gilia	*Gilia tenuiflora* ssp. *arenaria*	E/T/CNPS 1B
Monterey spineflower	*Chorizanthe pungens* var. *pungens*	T/--/CNPS 1B
Robust spineflower	*Chorizanthe robusta* var. *robusta*	E/--/CNPS 4
Seaside bird's-beak	*Cordylanthus rigidus* var. *littoralis*	SC/E/CNPS 1B
Toro manzanita	*Arctostaphylos montereyensis*	SC/--/CNPS 1B
Sandmat manzanita	*Arctostaphylos pumila*	SC/--/CNPS 1B
Monterey ceanothus	*Ceanothus cuneatus* var. *rigidus*	SC/--/CNPS 4
Eastwood's ericameria	*Ericameria fasciculata*	SC/--/CNPS 1B
Coast wallflower	*Erysimum ammophilum*	SC/--/CNPS 1B
Yadon's piperia	*Piperia yadoni*	E/--/CNPS 1B
Hooker's manzanita	*Arctostaphylos hookeri*	--/--/CNPS 1B
Animals		
Smith's blue butterfly	*Euphilotes enoptes smithi*	E/--
California linderiella	*Linderiella occidentalis*	no status
California red-legged frog	*Rana aurora draytoni*	T/CSC
California tiger salamander	*Ambystoma tigrinum californiense*	C/CSC
California black legless lizard	*Anniella pulchra nigra*	--/CSC
Western snowy plover	*Charadrius alexandrinus nivosus*	T/CSC
Monterey ornate shrew	*Sorex ornatus salarius*	SC/--

1. Status Explanations

Federal

E = listed as endangered under the federal Endangered Species Act (ESA)
T = listed as threatened under the federal ESA
C = candidate for federal listing as threatened or endangered under the federal ESA
SC = Species of Concern are all former Category 1 and 2 candidate species that without additional conservation action are likely to become candidates for listing by the U.S. Fish and Wildlife Service under the federal ESA.

State

E = listed as endangered under the California Endangered Species Act (CESA)
T = listed as threatened under the CESA
CSC = California Department of Fish and Game species of special concern

Other

CNPS 1B = California Native Plant Society list 1B: plants listed as rare, threatened or endangered in California and elsewhere
CNPS 4 = California Native Plant Society list 4: plants of limited distribution in California - a watch list

APPENDIX B

DATA CALCULATIONS AND MAPS

DATA CALCULATIONS

Included in this appendix are the spreadsheets used to provide the acreage figures summarized in Table 4 of the text. Maps are also included that indicate the location and numbers of the polygons used for the *Army's Flora and Fauna Baseline Study of Fort Ord, California* (1992),– referred to as the Jones & Stokes (JSA) Polygons – in relationship to the proposed development boundaries for East Garrison, Parker Flats and the MOUT. JSA polygons (GIS-based) from the baseline studies, identifying each mapped resource type, were overlaid (electronically) on the proposed land use maps for East Garrison, Parker Flats and the MOUT to determine the effects of the proposed modifications on each type.

The spreadsheets in this appendix provide a polygon-specific tabulation of the effects on oak woodland, maritime chaparral and grassland habitats as well as the effects on high, medium and low densities for each HMP Species. Three separate cases are illustrated. Case 1 is the baseline condition, assuming that diversity and density of HMP Species remain as originally mapped by Jones & Stokes Associates for the Army. Case 2 shows reduced values for some HMP Species in mechanically cleared areas at Parker Flats based on brief site reconnaissance of those areas during March and April 2002. Case 3 is a worst case scenario that eliminates values for all HMP Species in mechanically cleared areas at Parker Flats.

The numbers of the polygons used for the baseline studies are shown in the left-hand column for each land use area. Acreage numbers for each polygon are assigned by habitat type. Finally, species densities for each polygon, as recorded by JSA for the Army, are indicated in columns under each HMP Species. For species-specific numbers, 1 = low density, 2 = medium density and 3 = high density. The numbers shown in red and in parentheses represent losses while the numbers in black are gains. Numbers that change as a result of the reduced (Case 2) or zero (Case 3) values assigned because of mechanical clearing are shown in blue and the polygon numbers representing the changed areas are highlighted.

The baseline case shows gains in all categories of all species and habitats except for a minor (1.5-acre) loss of medium density habitat for one species (*Ericameria fasciculata*). This apparent loss is well within the margin of error associated with the field sampling techniques and map scale limitations of the baseline studies and the analysis completed herein. Moreover, the apparent loss would be more than offset by a gain of 107 acres of low density habitat for the same species. However, net losses of HMP Species increase beyond the margin of error and map limitation factors in Cases 2 & 3, demonstrating the potential effects of mechanical clearing and the absence of prescribed burning. Accordingly, we have based our no net loss determination on an assumption that prescribed burning in mechanically cleared chaparral areas would occur in a timely manner.

East Garrison/Parker Flats/MOUT
Gain/Loss of Habitats and
Sensitive Plant Species
East Garrison Alternative 1
May, 2002

CASE 1
Baseline

East Garrison	JSA#	OW	MC	G	Density	ARMO	CHPUP	ARPU	ERFA	ARHOH	CERI	GITEA	CORIL
Develop	243	(29.4)					(1)						
	266	(1.1)											
	296			(11.3)									
	353	(33.8)											
	386	(37.1)											
	422		(4.7)			(1)							
	433			(3.2)			1)	(1)					
	455	(78.9)				(1)							
	468	(9.6)				(1)							
	518		(0.9)			(2)			(2)		(2)		
TOTAL ACRES		(189.9)	(5.6)	(14.5)	1=	(93.2)	(32.6)	(3.2)					
TOTAL		(210.0)			2=	(0.9)			(0.9)		(0.9)		
Parker Flats	**JSA#**	**OW**	**MC**	**G**		**ARMO**	**CHPUP**	**ARPU**	**ERFA**	**ARHOH**	**CERI**	**GITEA**	**CORIL**
Range 45	735		(16.1)				(2)	(3)	(1)		(3)		(1)
	735		12.5				2	3	1		3		1
	735		3.6				2	3	1		3		1
	749		5.2				1	3	1		3		
Reserve	637		46.1			2	1	2		2	2		
	646		1.6			1	1		1	1	2	1	
	575		100.7			1	1	1	1	1	1		
	500		26.1			1				1			
	326			17.9				3					
	379	132.6											
	472	40.8					1						
	417	6.6						3					
Oak oval	472	31.5					1						
	519	38.0					1						
TOTAL ACRES		249.5	179.7	17.9	1=	128.4	263.9	100.7	107.5	128.4	100.7	1.6	(0.0)
					2=	46.1		46.1		46.1	47.7		
		447.1			3=		24.5	5.2			5.2		
MOUT	**JSA#**	**OW**	**MC**	**G**		**ARMO**	**CHPUP**	**ARPU**	**ERFA**	**ARHOH**	**CERI**	**GITEA**	**CORIL**
Reserve	850		2.6			3	1				2		
	841	1.2				1							
	879	7.0				2				1			
	932		2.6			2				3	1		
	891		(1.1)							(3)	(2)		
	902			(0.6)									
Range 35	906	(1.5)				(1)				(2)			
	940		(0.6)			(3)	(1)		(2)	(1)	(3)	(1)	
TOTAL ACRES		6.7	3.5	(0.6)	1=	(0.3)	2.0			6.4	2.6	(0.6)	
TOTAL		9.6			2=	9.6			(0.6)	(1.5)	1.5		
					3=	2.0				1.5	(0.6)		
Summary	**Acres**	**OW**	**MC**	**G**		**ARMO**	**CHPUP**	**ARPU**	**ERFA**	**ARHOH**	**CERI**	**GITEA**	**CORIL**
	246.7	66.3	177.6	2.8	1=	34.9	233.3	97.5	107.5	134.8	103.3	1.0	0.0
					2=	54.8	0.0	46.1	(1.5)	44.6	48.3		
	246.7				3=	2.0	24.5	5.2		1.5	4.6		

LEGEND
1= Low Density
2= Medium Density
3= High Density

East Garrison/Parker Flats/MOUT
Gain/Loss of Habitats and
Sensitive Plant Species
East Garrison Alternative 1
Effect of Clearing at Parker Flats
Reduce Densi tiesto 1 in Polygons 575, 637, 735, 749
May, 2002

CASE 2
Effect of Clearing

East Garrison	JSA#	OW	MC	G	Density	ARMO	CHPUP	ARPU	ERFA	ARHOH	CERI	GITEA	CORIL
Develop	243	(29.4)					(1)						
	266	(1.1)											
	290			(11.3)									
	353	(33.8)											
	386	(37.1)											
	422		(4.7)			(1)							
	433			(3.2)			(1)	(1)					
	455	(78.9)				(1)							
	468	(9.6)				(1)							
	518		(0.9)			(2)			(2)		(2)		
TOTAL ACRES		(189.9)	(5.6)	(14.5)	1=	(93.2)	(32.6)	(3.2)					
TOTAL		(210.0)			2=	(0.9)			(0.9)		(0.9)		
Parker Flats	JSA#	OW	MC	G		ARMO	CHPUP	ARPU	ERFA	ARHOH	CERI	GITEA	CORIL
Range 45	735		(16.1)				(2)	(3)	(1)		(3)		(1)
	735		3.6				2	3	1		3		1
	735		8.9				1	1	1		1		1
	735		1.5				2	3	1		3		1
	735		2.1				1	1	1		1		1
	749		1.0				1	3	1		3		
	749		4.2				1	1	1		1		
Reserve	637		46.1				1	1		1	1		
	646		1.6			1	1		1	1	2	1	
	575		100.7			1	1	1	1	1	1		
	500		26.1			1				1			
	326			17.9			3						
	379	132.6											
	472	40.8					1						
	417	6.6					3						
Oak oval	472	31.5					1						
	519	38.0					1						
TOTAL ACRES		249.5	179.7	17.9	1=	128.4	274.9	162.0	107.5	174.5	162.0	1.6	0.0
					2=		(11.0)				1.6		
TOTAL		447.1			3=		24.5	(10.0)			(10.0)		
MOUT	JSA#	OW	MC	G		ARMO	CHPUP	ARPU	ERFA	ARHOH	CERI	GITEA	CORIL
Reserve	850		2.6			3	1				2		
	841	1.2				1							
	879	7.0				2				1			
	932		2.6			2				3	1		
	891		(1.1)							(3)	(2)		
	902			(0.6)									
Range 35	9.06	(1.5)				(1)				(2)			
	940		(0.6)			(3)	(1)		(2)	(1)	(3)	(1)	
TOTAL ACRES		6.7	3.5	(0.6)	1=	(0.3)	2.0			6.4	2.6	(0.6)	
TOTAL		9.6			2=	9.6			(0.6)	(1.5)	1.5		
					3=	2.0				1.5	(0.6)		
Summary	Acres	OW	MC	G		ARMO	CHPUP	ARPU	ERFA	ARHOH	CERI	GITEA	CORIL
TOTAL ACRES	246.7	66.3	177.6	2.8	1=	34.9	244.3	158.8	107.5	180.9	164.6	1.0	0.0
					2=	8.7	(11.0)		(1.5)	(1.5)	2.2		
	246.7				3=	2.0	24.5	(10.0)	0.0	1.5	(10.6)		

LEGEND

1= Low Density
2= Medium Density
3= High Density

East Garrison/Parker Flats/MOUT
Gain/Loss of Habitats and
Sensitive Plant Species
East Garrison Alternative 1
Effect of Clearing at Parker Flats
Removal of all Species in Polygons 575, 637, 735, 749
May, 2002

East Garrison	JSA#	OW	MC	G	Density	ARMO	CHPUP	ARPU	ERFA	ARHOH	CERI	GITEA	CORIL
Develop	243	(29.4)					(1)						
	266	(1.1)											
	296			(11.3)									
	353	(33.8)											
	386	(37.1)											
	422		(4.7)			(1)							
	433			(3.2)			(1)	(1)					
	455	(78.9)				(1)							
	468	(9.6)				(1)							
	518		(0.9)			(2)			(2)		(2)		
TOTAL ACRES		(189.9)	(5.6)	(14.5)	1=	(93.2)	(32.6)	(3.2)					
TOTAL		(210.0)			2=	(0.9)			(0.9)		(0.9)		

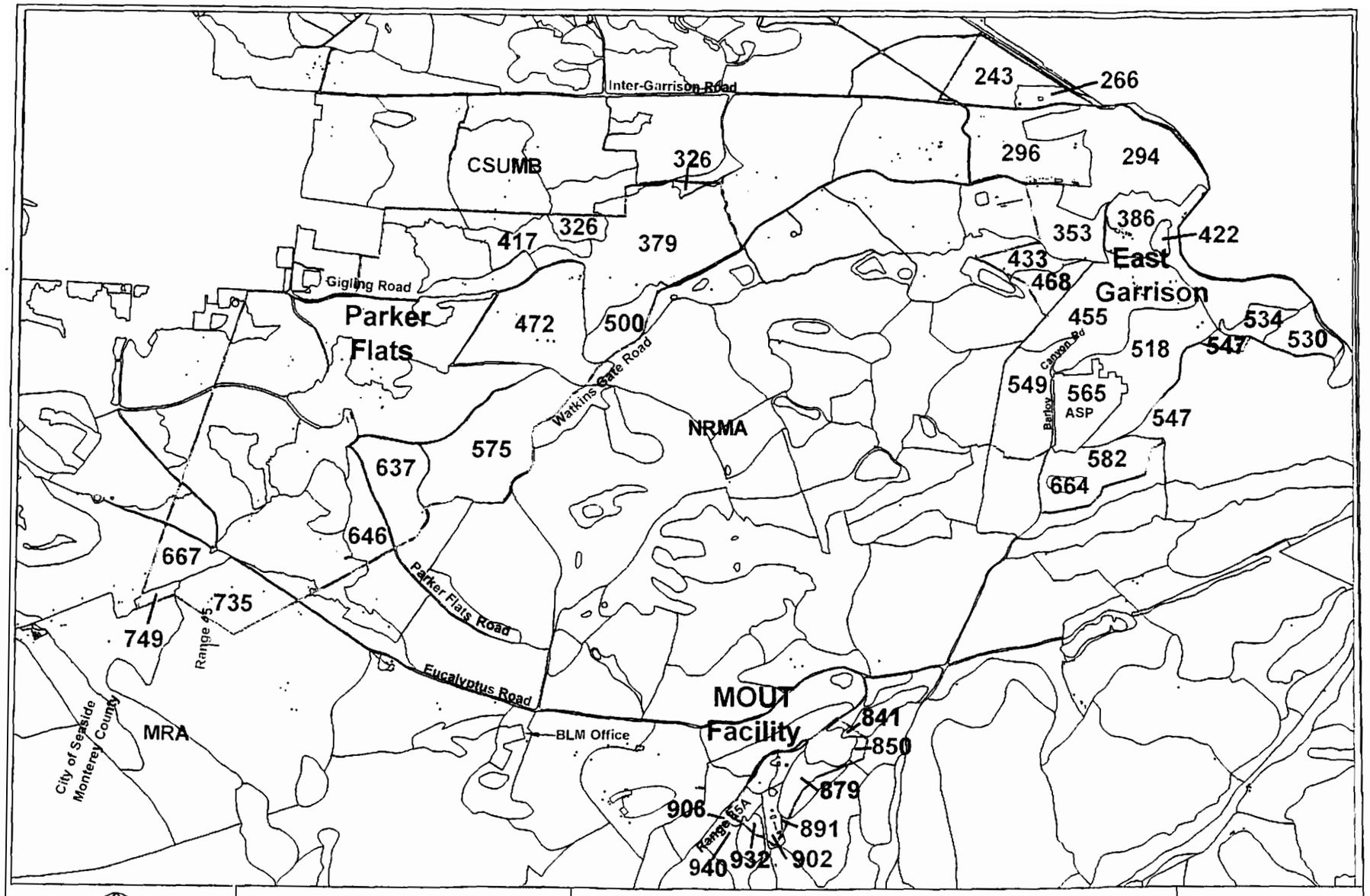
PF	JSA#	OW	MC	G		ARMO	CHPUP	ARPU	ERFA	ARHOH	CERI	GITEA	CORIL
Range 45	735		(16.1)				(2)	(3)	(1)		(3)		(1)
	735		3.6				2	3	1		3		1
	735		8.9										
	735		1.5				2	3	1		3		1
	735		2.1										
	749		1.0				1	3	1		3		
	749		4.2										
Reserve	637		46.1										
	646		1.6			1	1		1	1	2	1	
	575		100.7										
	500		26.1			1				1			
	326			17.9			3						
	379	132.6											
	472	40.8					1						
	417	6.6					3						
Oak oval	472	31.5					1						
	519	38.0					1						
TOTAL ACRES		249.5	179.7	17.9	1=	27.7	112.9		(8.4)	27.7		1.6	(11.0)
					2=		(11.0)				1.6		
TOTAL		447.1			3=		24.5	(10.0)			(10.0)		

MOUT	JSA#	OW	MC	G		ARMO	CHPUP	ARPU	ERFA	ARHOH	CERI	GITEA	CORIL
Reserve	850		2.6			3	1				2		
	841	1.2				1							
	879	7.0				2				1			
	932		2.6			2				3	1		
	891		(1.1)							(3)	(2)		
	902			(0.6)									
Range 35	906	(1.5)				(1)				(2)			
	940		(0.6)			(3)	(1)		(2)	(1)	(3)	(1)	
TOTAL ACRES		6.7	3.5	(0.6)	1=	(0.3)	2.0			6.4	2.6	(0.6)	
TOTAL		9.6			2=	9.6			(0.6)	(1.5)	1.5		
					3=	2.0				1.5	(0.6)		

Summary	Acres	OW	MC	G		ARMO	CHPUP	ARPU	ERFA	ARHOH	CERI	GITEA	CORIL
	246.7	66.3	177.6	2.8	1=	(65.8)	82.3	(3.2)	(8.4)	34.1	2.6	1.0	(11.0)
					2=	8.7	(11.0)		(1.5)	(1.5)	2.2		
	246.7				3=	2.0	24.5	(10.0)		1.5	(10.6)		

LEGEND

1= Low Density
2= Medium Density
3= High Density

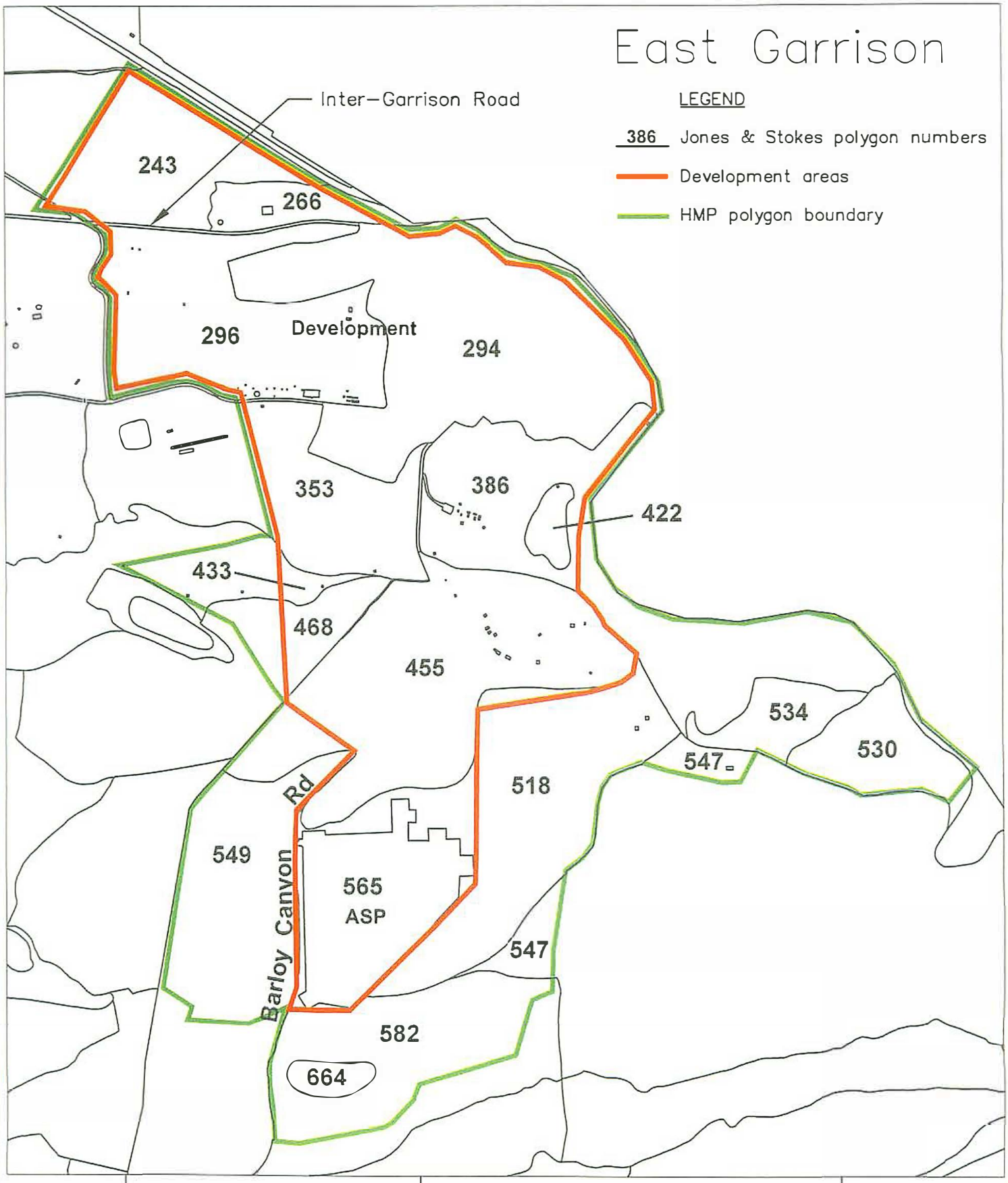


Scale: 1" = Approx. 2000'

Zander Associates
Environmental Consultants
150 Ford Way, Suite 101
Novato, CA 94945
(415) 897-8781

Jones & Stokes Polygon Locations at East Garrison, Parker Flats and MOUT Facility

Figure B-1



Scale: 1" = Approx. 1100'

Zander Associates
Environmental Consultants
150 Ford Way, Suite 101
Novato, CA 94945
(415) 897-8781

Proposed Development and Jones & Stokes Polygon Locations at East Garrison

Figure B-2

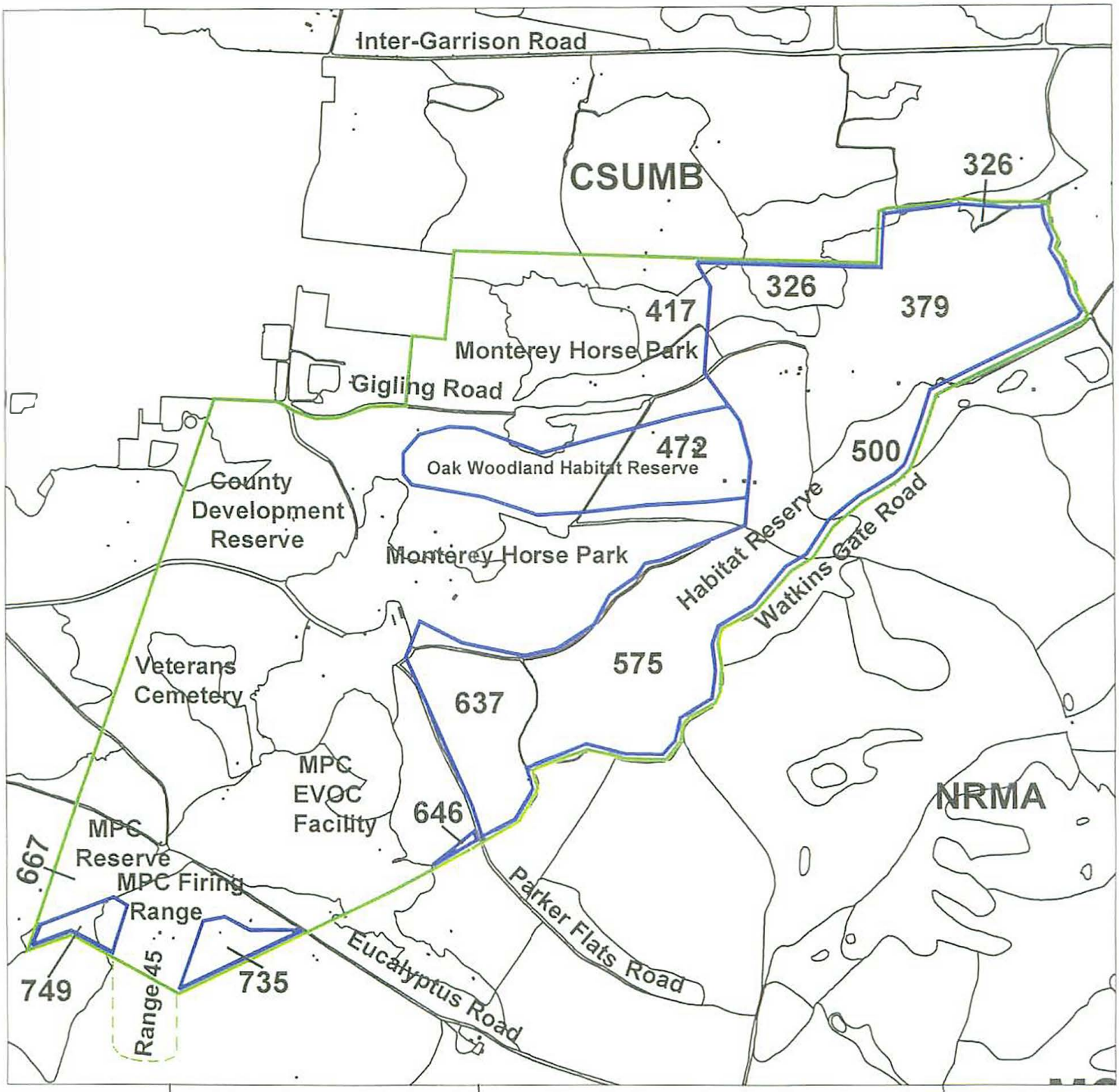
Parker Flats

LEGEND

637 Jones & Stokes polygon numbers

Habitat Reserve areas

Planning area boundary



Scale: 1" = Approx. 1600'

Zander Associates
Environmental Consultants
150 Ford Way, Suite 101
Novato, CA 94945
(415) 897-8781

Jones & Stokes Polygon and Habitat Preserve Locations at Parker Flats

Figure B-3

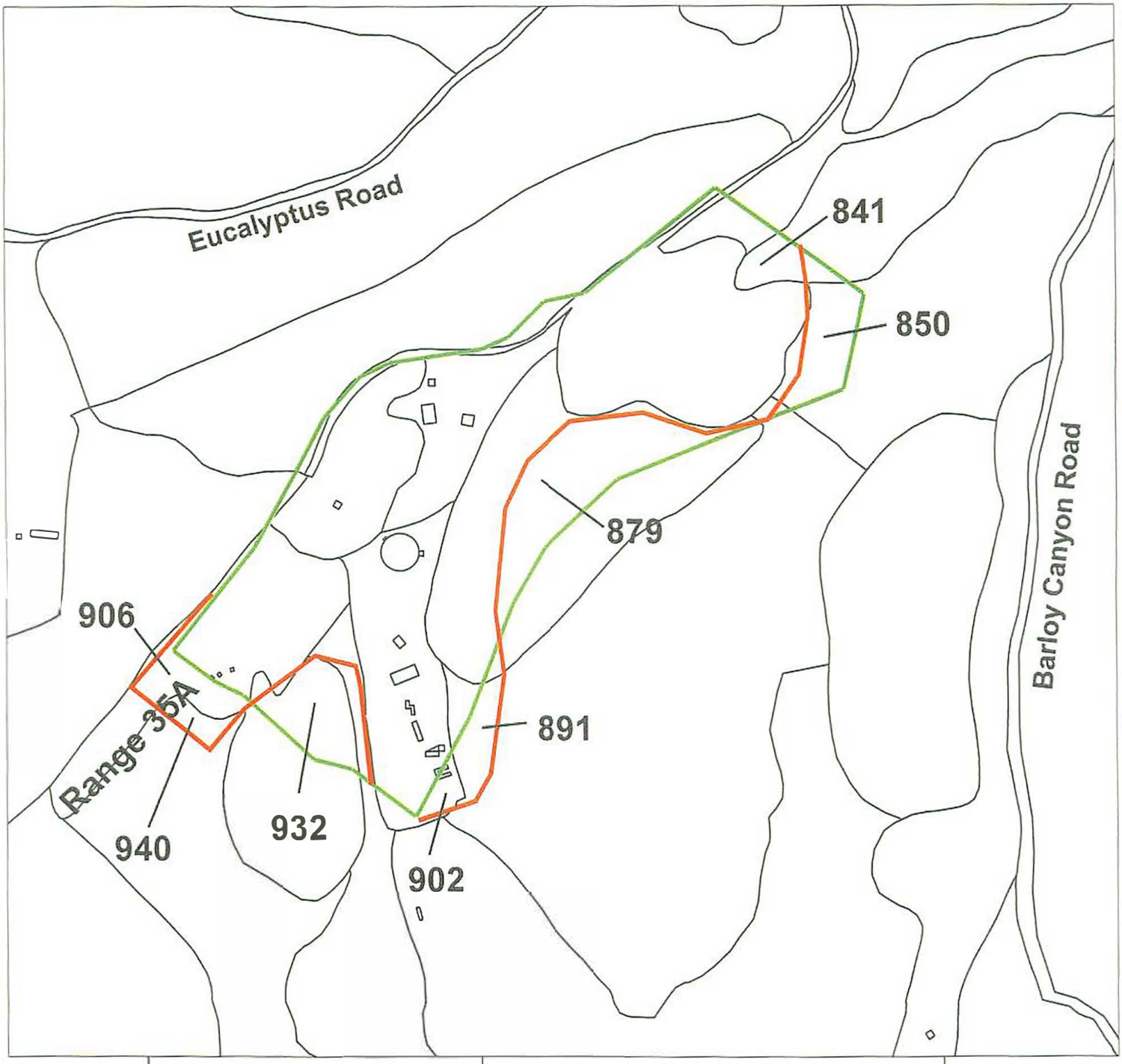
MOUT Facility

LEGEND

841 Jones & Stokes polygon numbers

HMP polygon boundary

Proposed boundary adjustment



Scale: 1" = Approx. 600'

Zander Associates
Environmental Consultants
150 Ford Way, Suite 101
Novato, CA 94945
(415) 897-8781

Proposed Boundary Adjustments and Jones & Stokes Polygon Locations at MOUT Facility

Figure B-4

APPENDIX C

CONDITIONS

CONDITIONS

Based on this assessment and on initial coordination among resource agencies and other interested parties including staff of the U.S. Fish and Wildlife Service, U.S. Army, Bureau of Land Management, California Department of Fish and Game, Monterey Peninsula College, Fort Ord Reuse Authority and County of Monterey, the following conditions will provide the necessary assurances to the Service that the proposed modifications will not compromise the overall goals of the Fort Ord Habitat Management Plan or result in a net loss of HMP Species or habitat. The assessment presented in this report, along with signed agreement to these conditions and concurrence from the Service, shall be the basis for modifications to the April 1997 HMP and the Habitat Conservation Plan and Implementing Agreement currently in preparation through the Coordinated Resource Management Planning program at Fort Ord.

General

1. The County of Monterey shall sign the April 1997 HMP.

2. FORA, the County, BLM and MPC shall agree, through a Memorandum of Understanding or equivalent binding agreement, to the land use modifications at East Garrison, Parker Flats and the MOUT facility as described in this report.

3. FORA and the County shall revise the cost and funding estimates for habitat management, to include the additional costs associated with prescribed burning and monitoring in the new habitat areas at Parker Flats, in accordance with changed habitat management responsibilities resulting from the proposed modifications described in this report. Funds previously allocated for habitat management shall not be reallocated to accommodate new prescribed burning requirements.

East Garrison

1. Final development siting and boundary adjustments at East Garrison shall be coordinated with the Service, BLM and the CDFG based on a maximum development footprint, exclusive of existing roads, of 451 acres, approximating the limits of development illustrated on Figure 4 in this report. Borders between habitat areas and development areas shall be established to allow fire breaks, fire management access and adequate habitat setbacks, all of which shall occur within the developable footprint.

2. FORA and the County shall make all reasonable efforts to realign the HMP-designated *Future Road Corridor* (Figures 1, 3 and 8 of this report) linking Reservation Road with East Garrison to avoid isolating habitat reserve lands. If such realignment is not possible, the resulting isolated habitat reserve land acreage will be designated for development and developable land of comparable value and size, contiguous with other reserve lands shall be redesignated as habitat reserve.

3. FORA and the County recognize the potential impacts to California tiger salamander and other HMP Species that could result from increased use of minor roads leading out of East

Garrison into habitat reserve areas. The disposition and use of these roads shall be addressed through the CRMP program, and appropriate habitat protection measures shall be incorporated into the HCP prepared through CRMP.

4. A low wall or other suitable barrier to migration of California tiger salamanders shall be constructed along the development/reserve boundary to the east of the vernal pool illustrated on Figure 3 of this report when development occurs in that area. Such a barrier is intended to discourage movement of California tiger salamanders into developed areas, thereby reducing the potential for harm to the species.

Parker Flats

1. Borderland requirements between the development and habitat reserve areas and suitable management entities for the new habitat reserve areas at Parker Flats shall be established in coordination with the Service, CDFG and BLM through the CRMP program.

2. BLM and MPC shall agree on an appropriate perimeter area around Range 45 that will provide for public safety and also allow for habitat protection and management. The party responsible for the management of this perimeter area shall also be identified.

3. The area proposed for use as the Monterey Horse Park, as illustrated on Figure 5 in this report, shall be designated as development with reserve area and restrictions with requirements to maintain an aggressive non-native plant species eradication program and preserve a 70-acre oak woodland habitat area approximating the boundaries of the Oak Woodland Habitat Reserve illustrated on Figure 5. An approximately 150-foot wide section of a proposed cross-country course shall be allowed through the eastern end of oak woodland reserve, or possibly through the oak woodlands and grasslands to the east of the Horse Park area, but shall be sited and designed to minimize vegetation removal and maintain wildlife movement corridors between habitat reserves. Any other trails and courses through habitat reserves shall use existing or realigned roads and trails. No buildings, grandstands, corrals, parking areas or other developments shall be allowed in designated habitat reserves. The siting and design of Horse Park trails and courses through habitat reserves shall be approved by the Service, CDFG and BLM through the CRMP program.

4. Habitat management requirements in the new habitat reserve areas shall be the same as those specified for the NRMA, except that there shall be no 2%development allowance in the new reserve areas. All parties recognize the need for the use of prescribed fire to restore habitat values in the mechanically cleared chaparral areas at Parker Flats shown on Figure 5 of this report.

5. The County and/or FORA shall submit an application for a prescribed burn in the mechanically cleared chaparral areas at Parker Flats within six months of the date determined by a designated burn specialist and the CRMP biological working group to be most beneficial for a burn (e.g. the site can carry a fire, smoke impacts would be minimized, species would still have restoration potential).

6. The County and/or FORA shall quantitatively characterize the condition of the HMP Species in the mechanically cleared areas by September 1, 2003 and prior to an actual burn of the area to adequately establish a pre-burn monitoring baseline to assist the CRMP in addressing success criteria and prescribed burn goals.

7. The County and/or FORA shall monitor the results of the prescribed burn in the mechanically cleared areas following procedures and a schedule established in coordination with a designated burn specialist and the CRMP biological working group. Success criteria established in coordination with the CRMP program shall be used to determine if habitat restoration goals are met through the prescribed burn.

8. If FORA and/or the County are unable to perform the prescribed burn or if restoration goals are not met following a burn, FORA and/or the County shall inform the Service, the Army, BLM, CDFG and others through the CRMP program that they shall either: 1.) Complete a series of habitat restoration projects on eroded, unused trails, roads or other degraded sites on other lands transferred or to be transferred as habitat reserve that support appropriate HMP Species; or 2.) Comply with existing resource conservation requirements of the executed HMP for East Garrison if development has not yet proceeded beyond the allowances of those requirements, effectively abandoning the proposed exchange of development acreage between Parker Flats and East Garrison, but retaining the modifications to Range 45 and the MOUT facility, including the establishment of new reserve lands adjacent to both areas as described in this report.

MOUT

1. BLM and MPC shall review the proposed boundary modifications at the MOUT facility described in this report and agree (through the MOU or equivalent binding agreement referenced above) that both habitat management and safe operation of the facility can be achieved with the proposed modifications.

2. BLM, MPC, FORA and the County shall agree on the ultimate disposition and management of the MOUT facility in accordance with the MOU or equivalent binding agreement referenced above.

Attachment 3

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RECEIVED
DEC 1 2 2002
FORA

AGREEMENT

REGARDING PUBLIC SAFETY OFFICER TRAINING FACILITIES

This Agreement ("Agreement") is entered into between the **County of Monterey**, a political subdivision of the State of California ("County"), **Monterey Peninsula College**, a California community college ("MPC") and the **Fort Ord Reuse Authority**, a public entity organized and operating under Title 7.85 of the California Government Code ("FORA").

RECITALS

A. The United States of America, acting through the Department of Defense and the Army (the "Army"), owns the real property within the former Fort Ord, identified as polygons 11b, 19a, 21a, 21b and 21c in the Fort Ord Reuse Plan (the "Property"). The Army entered into a Memorandum of Agreement dated June 23, 2000, with FORA to transfer portions of the Property to FORA pursuant to a remediation and removal schedule.

B. The County is programmed to acquire the Property from FORA pursuant to the terms of an Implementation Agreement entered into between the County and FORA, dated May 8, 2000 (the "Implementation Agreement").

C. The United States Department of Interior, Bureau of Land Management ("BLM") is programmed to receive other portions of the Property known as the former Military Operations/Urban Terrain Facility (the "MOUT Facility") from the Army pursuant to an agency-to-agency transfer.

D. MPC is seeking an area within the Property for development of a public safety officer training center and EVOC facility (collectively the "Training Facility") and it has rights to certain lands within polygon 11b in the Fort Ord Reuse Plan (the "East Garrison") by virtue of a United States Department of Education Public Benefit Conveyance request for lands in the East Garrison for development of the Facility.

E. Because of various potential land use conflicts with other prospective users in the East Garrison, the Parties entered into a memorandum of intent entitled Proposed County of Monterey/FORA/MPC Points of Agreement Regarding Public Safety Officer Training Academy (the "MOI") for the purpose of

seeking resolution of said land use conflicts by County and FORA obtaining for MPC an acceptable alternate site within the former Ft. Ord for the Training Facility.

F. The Parties have worked together to identify other potential areas within polygons 19a, 21a, 21b and 21c ("Parker Flats") that could accommodate development of the Training Facility. MPC has developed a conceptual plan for the development of such potential areas as the Training Facility, a copy of which is attached hereto as **Exhibit A**.

G. To assist in resolving the potential land use conflicts, BLM has agreed to relinquish its rights to a conveyance of the MOUT Facility and to allow the MOUT Facility to be transferred by the Army to the County or directly to MPC for MPC's use as part of the Training Facility.

H. To resolve the potential land use conflicts in accordance with the MOI and to help the County meet the need for workforce housing within the East Garrison, the Parties have agreed to an exchange of uses between the East Garrison, Parker Flats and the MOUT Facility on the terms and conditions herein.

AGREEMENT

1. **Location of the Training Facility at Parker Flats.** The Parties mutually agree that sites exist within Parker Flats and the MOUT, as shown schematically on the map attached as **Exhibit B** (collectively, the "Facility Sites"), that are suitable for development of the Training Facility by MPC. The Parties anticipate that FORA will obtain title to the Facility Sites under its June 23, 2000, agreement with the Army and, in turn, that FORA will transfer title to the Facility Sites directly to MPC in accordance with the Implementation Agreement and this Agreement.

2. **Transfer of Facility Sites.** The County or FORA shall, at no cost (excepting reasonable and customary sharing of recordation and processing fees), transfer title to the Facility Sites to MPC within forty-five (45) days after receiving title to said properties.

3. **Release of Rights at East Garrison.** MPC agrees to release its rights to lands at East Garrison simultaneously with its receipt of title to the Facility Sites.

4. **Conditions Precedent.** MPC shall release its rights in the lands at East Garrison, prior to its receipt of title to the Facility Sites, upon the satisfaction of the following conditions precedent (the "Conditions"), each of which is for the benefit of MPC and may be waived or accepted only by MPC:

a. Agreement between MPC and the California Department of Toxic Substances Control ("DTSC") as to conditions and covenants for the early transfer of the Facility Sites that will permit the early transfer of the Facility Sites and the use of the Facility Sites by MPC for the Public Safety Officer Training Facility.

b. Written concurrence by the Army as to the covenants and conditions for transfer of the Facility Sites that will permit the use of the Facility Sites by MPC for the Public Safety Officer Training Facility as agreed to between MPC and DTSC.

c. Agreement between MPC and BLM as to the reconfiguration and enlargement of polygon E.21.b.3 sufficient to allow the use of the resulting parcel as a firing range as noted in the conceptual plan attached hereto as **Exhibit A**, including resolution of the issues referred to in Section 6 of this Agreement.

d. Agreement between MPC and BLM as to terms and conditions for the ownership of the MOUT Facility to be transferred to MPC, and expansion of a portion of the MOUT Facility to allow for expansion of the number of firing stations at the MOUT Facility firing range;

e. Allocation of potable water service in an amount adequate to meet the reasonable needs of the Public Safety Officer Training Facility as described in the conceptual plan attached hereto as **Exhibit A** not to exceed 52.5 acre-feet per year. Said water allocation shall be used exclusively to meet the reasonable needs of the Public Safety Officer Training Facility as described in the conceptual plan attached hereto as **Exhibit A**;

f. Identification by MPC of potential funding sources for site development, construction and operation of the Training Facility in accordance with Section 16 herein.

5. **Satisfaction of Conditions.** For the purposes of this Agreement, "satisfaction" of Conditions shall mean resolution of each of the Conditions to the

reasonable satisfaction of MPC. MPC shall release its rights to lands at East Garrison within ten (10) days of its written notice to County and FORA that each of the Conditions has been satisfied. If on December 31, 2002, the Conditions are not resolved to MPC's reasonable satisfaction, MPC shall provide written notice to County and FORA within ten (10) days of each condition that has not been so satisfied. The parties shall then meet and confer within ten (10) days to determine whether the remaining Conditions can be satisfied within a reasonable time. If the parties, acting in good faith, determine that the Conditions cannot be satisfied within a reasonable time, this Agreement shall be terminated.

6. **BLM Issues.** In order to satisfy the condition precedent contained in Section 4(b) above, the Parties agree to use their best efforts to resolve the following issues with the BLM, including preparation by MPC of such plans for the Training Facility as may reasonably be required to resolve the issues:

A. **Firing Ranges.**

i. Approval of the expansion of Firing Range 45 as illustrated in Figure 6 of Assessment, East Garrison – Parker Flats Land Use Modifications, Fort Ord, California (Zander Associates, May 2002).

ii. Approval of MPC's conceptual design of the expansion of Firing Range 45 to incorporate protective features to protect BLM employees and recreational users that will be using existing BLM roads and trails to the south of said ranges.

iii. Approval of MPC's conceptual design of Improvements at the Firing Ranges on the Facility Sites to include an adequate firebreak (which may include roads) to separate the Natural Resource Management Area ("NRMA") lands.

B. **Eucalyptus Road.** Approval of FORA's plans for the closure and rerouting of portions of Eucalyptus Road to include provisions for the development of a recreational trail parking access point.

C. **EVOC Facility.** Approval of MPC's conceptual design of the EVOC Facility to include an adequate firebreak and provisions for noise mitigation.

D. **MOUT Facility.** Approval of MPC's conceptual design of the expansion of a portion of the MOUT facility to allow for expansion of the number of firing stations at the MOUT range.

7. **EVOC Facility.** MPC agrees that the EVOC Facility shall include an adequate firebreak and provisions for noise mitigation.

8. **Eucalyptus Road.** FORA and the County shall be responsible for the closure and rerouting of portions of Eucalyptus Road, which shall include provisions for the development of a recreational trail parking access point to be evaluated in an appropriate transportation plan. In addition, FORA agrees to consider amendment to its CIP to provide high prioritization for the rerouting of a portion of Eucalyptus Road to a location generally northwest of the Facility Sites that will allow for full development of the Training Facility by MPC.

9. **Usage of MOUT Facility.** Prior to its use of the Facility Sites as described herein, MPC shall reach agreement with the appropriate federal and local law enforcement agencies on their required levels of usage of the MOUT Facility. In addition, MPC shall devise a schedule for usage of the MOUT Facility by said agencies that guarantees the following annual levels of usage without payment of usage fees:

U. S. Military	45 day visits (Non-exclusive)
FBI	30 day visits (Non-exclusive)
Monterey County Sheriff's Dept.	12 day visits (Non-exclusive)
BLM	5 day visits (Non-exclusive)

10. **Relocation of Buildings.** If requested by MPC, and to the extent resources are available, FORA shall assist with relocation of surplus existing buildings from East Garrison or elsewhere at Fort Ord to the Facility Sites to provide scenario training, classrooms and related facilities for use by MPC at the Training Facility.

11. **Water Service.** Prior to the transfer of the Facility Sites to MPC, the County and FORA shall provide written confirmation that adequate potable water will be available to MPC for use at the Training Facility in accordance with Section 4(e) herein. MPC shall incorporate low flow fixtures and water conservation measures at the Training Facility to the reasonable satisfaction of the County and FORA. At such time as reclaimed water is available for non-potable uses at the Training Facility, all uses at the such facility that do not

require potable water for health and safety reasons shall use reclaimed water if feasible.

12. **Biological Services.** The County shall fund the services of Zander Associates to perform biological services in connection with reconfiguring and enlarging polygon 21b for use as a firing range and also in connection with the expansion of a portion of the MOUT Facility to increase the number of firing stations.

13. **Ordnance Cleanup.** The County and FORA shall request that the Army assign early priority to ordnance and explosives cleanup at Polygon 21b and to establish an acceptable explosive safety arc for the Training Facility.

14. **Infrastructure.** The County and FORA shall establish a high priority for the extension of utilities and related infrastructure as listed in **Exhibit C** attached hereto (the "Infrastructure Improvements") to the Training Facility as an early project requirement to enable development of the Facility Sites. To the extent that the Infrastructure Improvements are considered to be "Basewide Costs" as defined in Section 1(f) of the Implementation Agreement, payment of costs associated with the extension of the Infrastructure Improvements shall be apportioned in accordance with Sections 6 and 7 of the Implementation Agreement. For purposes of this Agreement, the Parties agree that MPC's share of the costs for the Infrastructure Improvements shall be no more than Five Hundred Thousand Dollars ($500,000.00), subject to adjustment for any deferred payment in accordance with adopted FORA practice.

15. **Habitat Management.** Responsibility for management of identified habitat on the Facility Sites shall be assumed by FORA, subject to MPC's obligation to pay reasonable fair share assessments for the cost of such habitat management as part of its contribution to Basewide Costs as provided in Section 14 of this Agreement. Except for such payment, MPC shall have no responsibility for habitat management on the Facilities Sites.

16. **Funding Assistance.** The Parties acknowledge MPC's concerns regarding the financing of infrastructure and facilities improvements on the Property necessary for development of the Training Facility. Accordingly, the County and FORA agree to provide reasonable support and legislative assistance to MPC in attempting to secure Federal, State and other sources of funding for MPC's site development, construction and operation of the Training Facility in accordance with an estimated budget to be prepared by MPC.

17. Termination.

A. Termination on Default. Any party shall be entitled to terminate this Agreement if another party fails to perform in any material respect any material obligation required of it hereunder, and such default continues for sixty (60) days after the giving of written notice by the non-defaulting party, specifying the nature and extent of such default; provided, however, that if such default is not cured within sixty (60) days, but is capable of being cured within a reasonable period of time in excess of sixty (60) days, then the non-defaulting party shall not be entitled to terminate this Agreement if the defaulting party commences the cure of such default within the first 60 day period and thereafter diligently and in good faith continues to cure such default until completion.

B. Termination for Legal Reasons. If any legislation, regulation, rule, court decision or other government action has a material adverse effect on the operation of this Agreement, or if any term is deemed illegal by any party, then the parties shall attempt to amend this Agreement so as to avoid any adverse consequences. If the parties, acting in good faith, are unable to make the required amendments, this Agreement shall be terminated.

18. Title. Title to the Facility Sites shall be conveyed to MPC subject only to such encumbrances and covenants which do not render the Facility Sites unusable for MPC's intended use, to wit, the development and use as the Training Facility. Neither the County nor FORA shall be obligated to provide MPC with a policy of title insurance, and any such policy of title insurance shall be at MPC's sole expense. Transfer of the MOUT Facility to MPC shall be subject to a reversion in favor of the County if said property ceases to be used by MPC as a public safety officer training facility as described herein.

19. Dispute Resolution. The parties to this Agreement all desire to avoid the cost and delay attendant on litigation. To that end, all parties agree that if any dispute arises relating to this Agreement, including but not limited to its meaning, interpretation, effect or the enforcement of the provisions hereof, then the party who believes a dispute has arisen shall give written notice of such to the other parties. For a period of thirty (30) days after the giving of such notice, the parties shall attempt to resolve the dispute by informal discussions among themselves, using the services of a mediator, if the parties agree that such a mediator would facilitate resolution of the dispute.

20. Amendments. This Agreement may be amended, modified or supplemented, but only in writing signed by each of the Parties hereto.

21. Entire Understanding. This Agreement sets forth the entire agreement and understanding of the Parties in respect to the transactions contemplated hereby and supersedes all prior agreements, arrangements and understandings relating to the subject matter hereof and is not intended to confer upon any other person any rights or remedies hereunder. There have been no representations or statements, oral or written, that have been relied on by any party hereto, except those expressly set forth in this Agreement.

22. Severability. If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby.

23. Waiver. 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 other instance or a waive or any other condition or breach of any other term.

24. Relationship of Parties. Nothing contained in this Agreement shall be interpreted or understood by any of the Parties, or by any third persons, as creating the relationship of principal and agent, limited or general partnership, or joint venture between the Parties or their respective agents, employees or contractors.

25. Notices. Any notice, tender, delivery or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered, mailed, or faxed in the manner provided herein, to the following persons:

If to the County: Ms. Sally Reed,
County of Monterey
240 Church Street, West Wing, Room, 301
Post Office Box 180
Salinas, CA 93902
FAX: (831) 755-5081

If to FORA: Michael Houlemard

Fort Ord Reuse Authority
100 12th Street
Marina, CA 93933
FAX: (831) 883-3675

If to MPC: Dr. Kirk Avery
Monterey Peninsula College
980 Fremont Street
Monterey, CA 93940
FAX: (831) 655-2627

If sent by mail, any notice, delivery or other communication shall be deemed effective forty-eight (48) hours after deposited in the United States Mail, with postage prepaid, and addressed as set forth above. If sent by facsimile, any notice, delivery or other communication shall be deemed effective upon the receipt by the send of a faxed acknowledgement of receipt from the recipient. If personally delivered, or if delivered by overnight mail, any notice, delivery or other communication shall be deemed effective upon the delivery to a person apparently authorized to accept receipt at the address set forth above.

26. Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the authorized representatives of the Parties have signed this Agreement as of the date last written below.

COUNTY OF MONTEREY

By Dave Potter
Dave Potter
Chair, Board of Supervisors

Date: October 22, 2002

FORT ORD REUSE AUTHORITY

By
Jim Perrine

Board Chair

Date: November 8, 2002

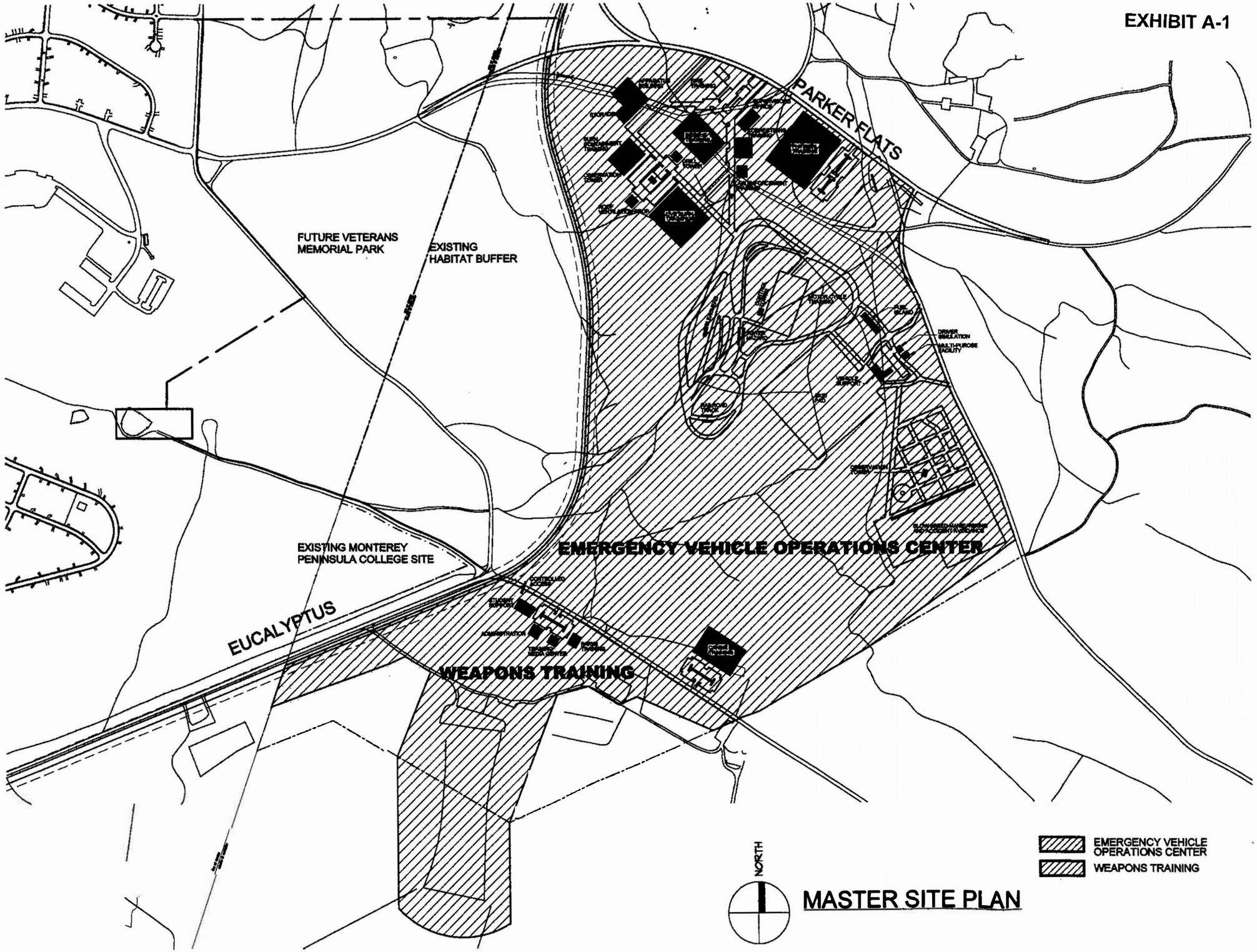
MONTEREY PENINSULA COLLEGE

By _____
Dr. Jim Tunney
Chair, Board of Trustees

Date: October 22, 2002

EXHIBITS

EXHIBIT A-1

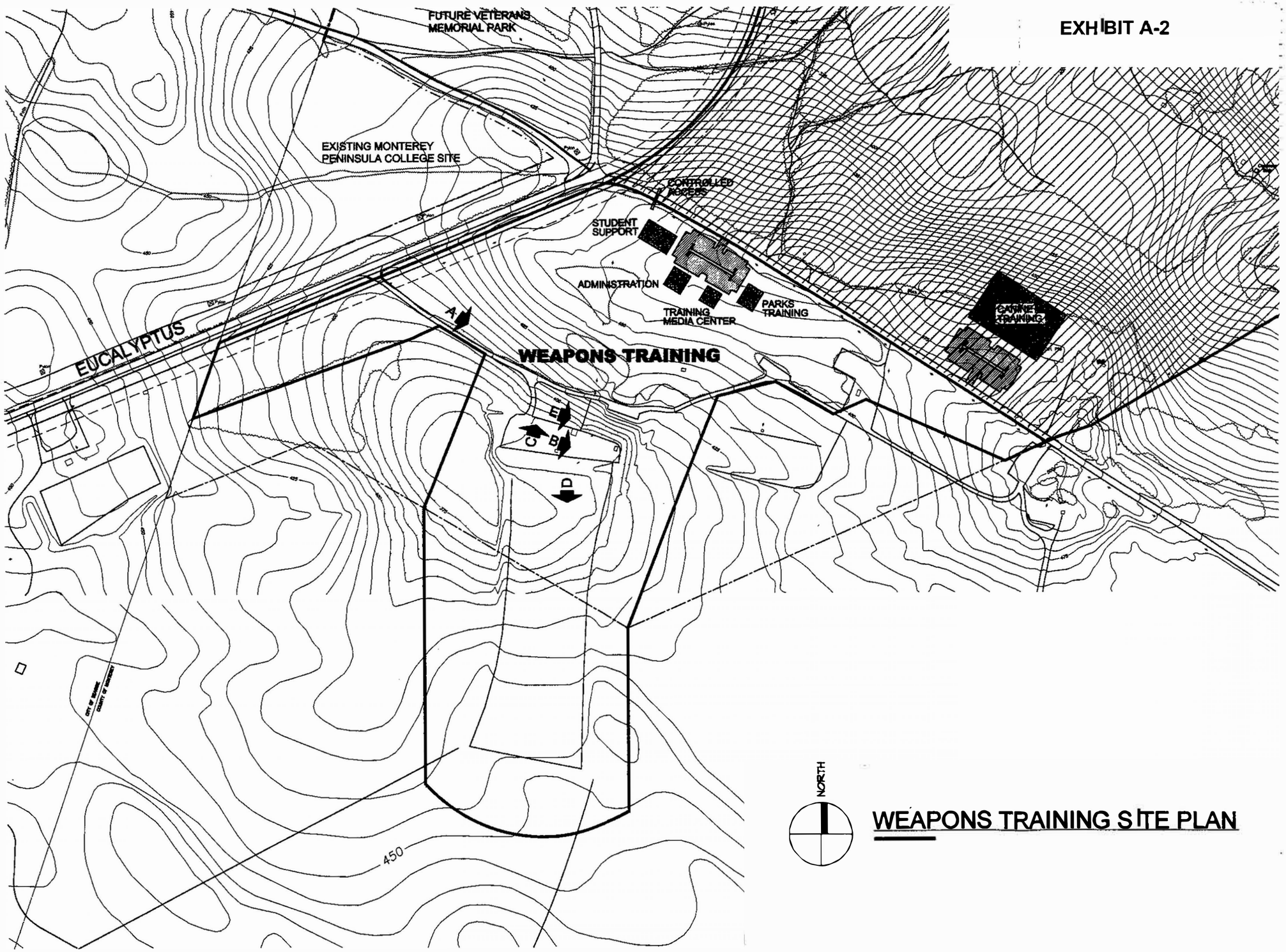


MASTER SITE PLAN

ERIC MILLER, ARCHITECTS INC.
157 GRAND suite 106 PACIFIC GROVE, CALIFORNIA 93950 831-372-0410

1
April 2002

EXHIBIT A-2

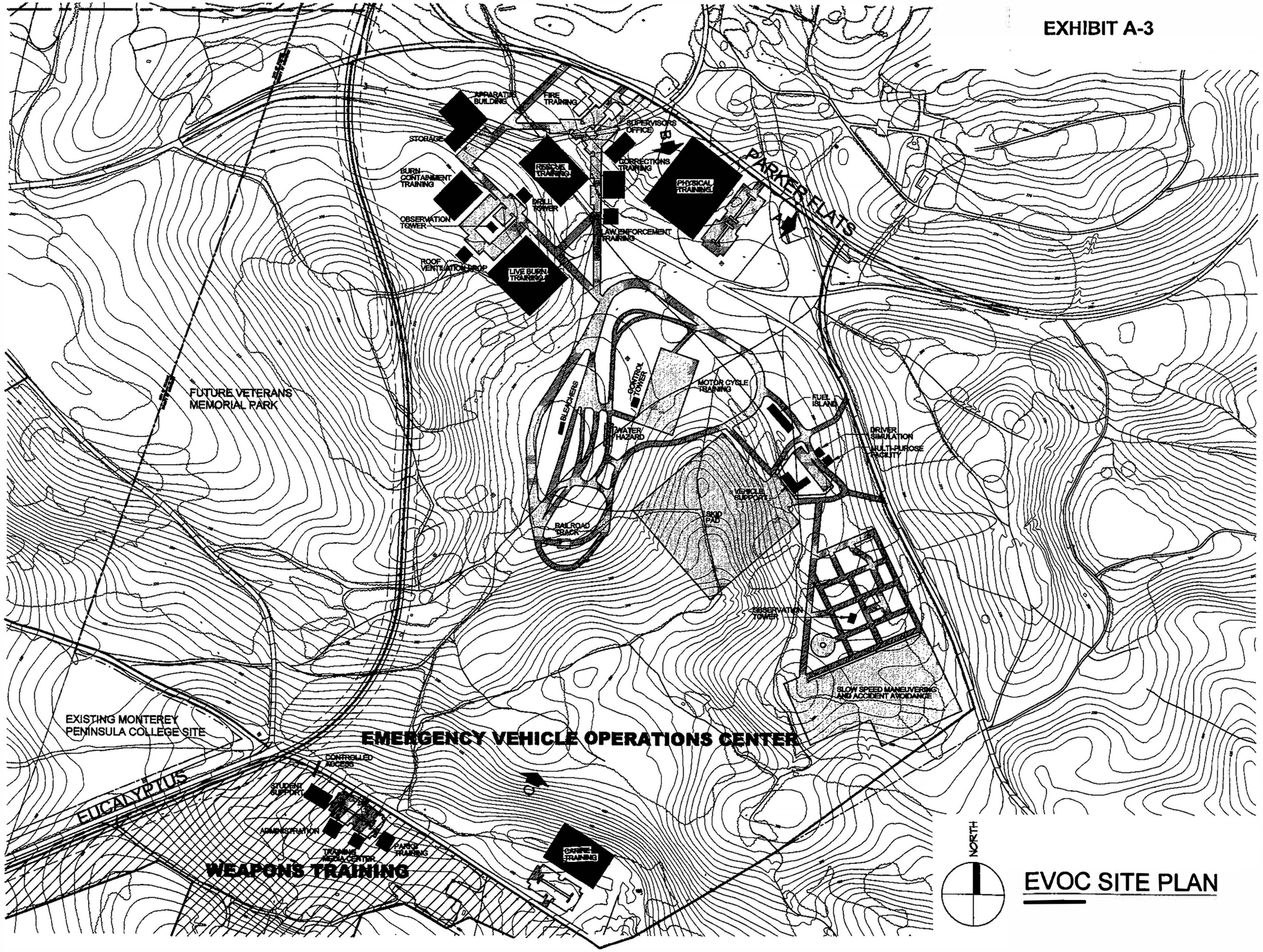


WEAPONS TRAINING SITE PLAN

ERIC MILLER, ARCHITECTS INC.
157 GRAND suite 106 PACIFIC GROVE, CALIFORNIA 93950 831-372-0410

1
April 2002

EXHIBIT A-3



EVOC SITE PLAN

ERIC MILLER, ARCHITECTS INC.
157 GRAND suite 106 PACIFIC GROVE, CALIFORNIA 93950 831-372-0410

1
April 2002

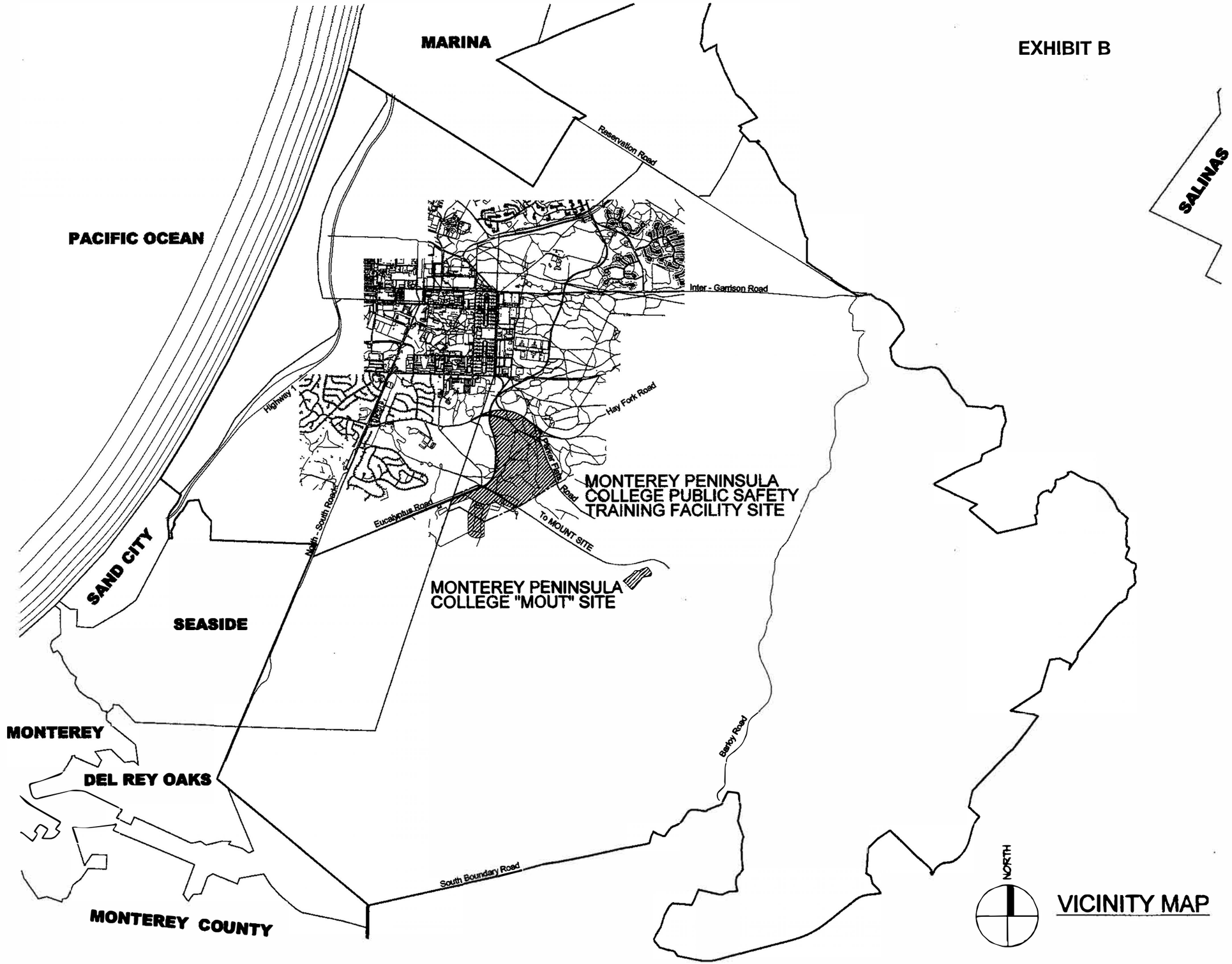
EXHIBIT A-4

URBAN TRAINING FACILITY (MOUT)

ERIC MILLER, ARCHITECTS INC.
157 GRAND suite 106 PACIFIC GROVE, CALIFORNIA 93950 831-372-0410

1
April 2002

EXHIBIT B



VICINITY MAP

ERIC MILLER, ARCHITECTS INC.
157 GRAND suite 106 PACIFIC GROVE, CALIFORNIA 93950 831-372-0410

1
April 2002

Fort Ord Reuse Authority

Capital Improvement Program (CIP)
FY 2002/2003 through 2021/2022

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Final Version – FORA Board Approved 06/14/02

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Transportation Network Information

Project #	Project Title	Project Limits	Transportation Improvement Costs July 1997 TAMC Study (May 1995 dollars)	TAMC Preliminary Nexus Improvement Costs (July 1997 Study) Fort Ord Development Share (1995 dollars)	15.96% Improvement Cost Inflation (from May 1995 to January 2001)
On-Site Improvements					
FO1	Gateway & Misc Safety Improvements/Rehab *Footnote [3]*	(PFIP T-15, T-16.1 thru T-16.13, T-17.1 thru T-17.5, T-18.1 thru T-18.5) Construct new gateway entrances to the former Fort Ord at 5 locations: Light Fighter Drive east of Highway 1; Twelfth Street (11th Street) east of Highway 1; Imjin Road north of Reservation Road; East Garrison south of Reservation Road; General Jim Moore Boulevard at Highway 218. Safety improvements and rehabilitation of roadways suffering from deferred maintenance in various locations as defined in PFIP.	$ 20,300,364	$ 10,520,364	$ 12,199,414
FO2	Abrams	(PFIP T-39) Construct a new 2-lane arterial from intersection with the Second Avenue (link to Del Monte Boulevard, in Marina, (See project FO#8)) easterly to intersection with Crescent Court extension (See Project #8).	$ 603,000	$ 603,000	$ 699,239
FO3	12th/Imjin *Footnote [4]*	(PFIP T-19, T-26) Realign Twelfth Street from Highway 1 to California Avenue as 4-lane arterial and widen Twelfth Street and Imjin Road from 2 lanes to 4-lane arterial from California Avenue to Reservation Road.	$ 9,065,000	$ 4,532,500	$ 5,255,887
FO4	Blanco/Imjin Connector	(PFIP T-40) Construct new 4 lane arterial from Imjin Road (@ Abrams), northeasterly to Reservation Road (@ Blanco).	$ 4,080,000	$ 4,080,000	$ 4,731,168
FO5	8th. Street	(PFIP T-21, T-31, & T-32) Upgrade/construct 2-lane arterial from Hwy 1 Overpass to Inter-Garrison (Eighth Street Cutoff).	$ 3,821,000	$ 3,248,615	$ 3,767,094
FO6	Inter-Garrison	(PFIP T-38) Upgrade to 2-lane arterial from Eighth Street Cutoff easterly to Reservation Road.	$ 4,480,000	$ 3,808,000	$ 4,415,757
FO7	Gigling	(PFIP T-23 & T-35) Upgrade/construct new 4-lane arterial from General Jim Moore Blvd. easterly to Eastside Road.	$ 4,537,800	$ 3,221,838	$ 3,736,043
FO8	2nd. Avenue	(PFIP T-27, T-29) Upgrade/construct 4-lane arterial from Lightfighter Drive to Del Monte Blvd.	$ 7,232,500	$ 5,398,068	$ 6,259,600
FO9	General Jim Moore Blvd.	(PFIP T-33, T-34) Widen from 2 lanes to 4 lanes from Normandy Road to Coe Avenue. Upgrade and reconstruct as 2-lane arterial from Coe Avenue to Highway 218.	$ 6,160,600	$ 3,326,724	$ 3,857,669
FO10	California *Footnote [5]*	(PFIP T-20, T-30) Construct new 2-lane arterial from Third Avenue southerly to intersection with Eighth Street.	$ 2,769,200	$ 1,038,450	$ 1,204,187
FO11	Salinas Avenue	(PFIP T-24) Construct new 2 lane arterial from Reservation Road southerly to Abrams Drive.	$ 2,412,000	$ 2,412,000	$ 2,796,955
FO12	Eucalyptus Road	(PFIP T-37) Upgrade to 2-lane collector from General Jim Moore Boulevard to Parker Flats cut-off.	$ 2,880,000	$ 2,880,000	$ 3,339,648
FO13	Eastside Road	(PFIP T-36) Construct new 2-lane arterial from intersection with Gigling Road (See Project #FO7) northeasterly to intersection with Imjin Road (See Project #FO3).	$ 6,020,000	$ 4,358,480	$ 5,054,093
	Subtotal (On-Site Improvements)		$ 74,361,464	$ 49,428,039	$ 57,316,754
Transit Capital Improvements					
T3	Transit Vehicle Purchase & Replacement	15 busses	$ 15,000,000	$ 5,000,000	$ 5,798,000
T22	Intermodal Centers	(PFIP T-31) includes 3 elements: 1. Intermodal Transportation Center (@ 1st. Avenue South of 8th. Street ($2,061,000) 2. Park and Ride Facility (@ 12th Street and Imjin ($1,030,500) and 3. Park and Ride Facility @ 8th. Street and Gigling ($ 1,259,500).	$ 3,800,000	$ 3,800,000	$ 4,406,480
	Subtotal (Transit Improvements)		$ 18,800,000	$ 8,800,000	$ 10,204,480
TOTAL CAPITAL COSTS/SHARES			$ 856,550,164	$ 116,644,830	$ 135,261,345

1995/1996 - 2001/2002 EDA Capital Improvement Program (Obligatory Transpo $ Offsets)

Project #	1995/1997	1997/1998	1998/2000	2000/2001	2.9% Impr. Cost Inflation (1/01-1/02) on Net FORA Obligation	2001/2002	Net FORA Development Obligations
FO1		$ 2,221,943 (Rehab & Safety)		$ 1,200,000 (Imjin Gateway) $993,304 (General Jim Moore/Hwy 218 Gateway)	$ 8,009,908	$1,009,212 (Lightfighter Drive)	7,000,696
FO2					$ 719,517		$ 719,517
FO3				$ 6,218,188	$ (990,208)		$ (990,208)
FO4					$ 4,868,372		$ 4,868,372
FO5					$ 3,876,340		$ 3,876,340
FO6					$ 4,543,814		$ 4,543,814
FO7					$ 3,844,389		$ 3,844,389
FO8					$ 6,441,128		$ 6,441,128
FO9					$ 3,969,542		$ 3,969,542
FO10				$ 642,570	$ 577,904	$ 577,904	0
FO11					$ 2,878,067		$ 2,878,067
FO12					$ 3,436,498		$ 3,436,498
FO13					$ 5,200,662		$ 5,200,662
Subtotal (On-Site Improvements)		$ 2,221,943		$ 9,054,062	$ 47,375,931	$ 1,900,000	$ 45,788,815
T3					$ 5,966,142		$ 5,966,142
T22					$ 4,534,268		$ 4,534,268
Subtotal (Transit Improvements)					$ 10,500,410		$ 10,500,410
TOTAL CAPITAL COSTS/SHARES		$ 2,221,943		$ 11,308,583			$ 123,502,823

Footnote #	Project #	
(3)	On-Site F01	$5,424,459 of EDA Grant Numbers 07-49-04072 ($3,215,247), 07-49-03853.01 ($1,200,000) and 07-49-03853.02 ($1,009,212) apply to these improvements.
(4)	On-Site F03	$4,818,188 of EDA Grant Number 07-49-03853.02 and $1,400,000 from Revenue Bond apply to these improvements - FORA Development Obligation is met.
(5)	On-Site F010	$1,220,474 of EDA Grant No. 07-49-04072.03 applies to this improvement - FORA Development Obligation is met.

Attachment 4

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MEMORANDUM OF UNDERSTANDING
CONCERNING THE PROPOSED EAST GARRISON/ PARKER FLATS LAND-USE MODIFICATION

Between the
FORT ORD REUSE AUTHORITY
MONTEREY PENINSULA COLLEGE
COUNTY OF MONTEREY
U.S. BUREAU OF LAND MANAGEMENT
and
U.S. ARMY
as
PARTIES TO THE AGREEMENT

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "this MOU") is made and entered into between the BUREAU OF LAND MANAGEMENT (hereinafter referred to as "BLM"), DEPARTMENT OF THE ARMY (hereinafter referred to as "ARMY"), FORT ORD REUSE AUTHORITY (hereinafter referred to as "FORA"), the COUNTY OF MONTEREY (hereinafter referred to as "COUNTY"), and MONTEREY PENINSULA COLLEGE (hereinafter referred to as "MPC") (hereinafter referred to collectively as "the Parties").

BACKGROUND

To help resolve conflicting land-uses and conveyance requests (i.e. Public Benefit Conveyance requests versus Economic Development Conveyance requests), FORA and County jointly prepared a proposal entitled "Assessment, East Garrison - Parker Flats Land Use Modifications Fort Ord, California" (Revised May 2002) (hereinafter referred to as "the Assessment"). In addition to this document, FORA, County and MPC have entered into an agreement dated October 21, 2002, entitled "Agreement Regarding Public Safety Officer Training Facilities (hereinafter referred to as "the Agreement").

Under the "Assessment" and the "Agreement", BLM and Army are being asked to help resolve the various Parker Flats/East Garrison land-use issues by modifying conveyance requests approved under various memoranda of understanding and Statements of Concurrence. In March of 1995, BLM's California State Director and Army's Deputy Assistant Secretary approved a memorandum of understanding detailing the transfer to BLM of 15,086.58 acres of the former Fort Ord to be managed under the Installation-Wide Multi-species Habitat Management Plan (hereinafter referred to as "the Army/BLM MOU"). The Army/BLM MOU approves the transfer to BLM of the Military Operations Urban Terrain (hereinafter referred to as "the MOUT") facility (parcel F1.7.2), and all of the lands within parcel F1.9.1 and F1.4.2 near ranges 43-48. On August 24, 1993, the County Board of Supervisors adopted a unanimous resolution supporting BLM's request for land conveyance under a Statement of Concurrence. The conveyance request that was approved included the proposed transfer of the MOUT facility to BLM, as well as all of the lands within parcels F1.9.1 and F1.4.2.

The primary purpose of this MOU is to clarify the terms with which the various parties agree in order to allow various land-use modifications to take place. The secondary

purpose of this MOU is to provide a record which documents how the original Army/BLM MOU is modified by the Assessment and the Agreement.

WHEREAS, it is the intent of County, FORA and MPC to resolve competing land-use issues within the East Garrison and Parker Flats regions; and,

WHEREAS, to help resolve those conflicts, County, FORA and MPC propose to relocate a public safety officer training facility to the Parker Flats region from the East Garrison region; and

WHEREAS, MPC proposes to acquire and operate the former MOUT facility with a boundary other than that presently scheduled to be transferred to the BLM under the Army/BLM MOU; and

WHEREAS, MPC proposes to acquire and operate lands within Range 45 for training center development and use; and

WHEREAS, some of the land that MPC proposes to utilize within Range 45 is scheduled for transfer to BLM under the Army/BLM MOU; and

WHEREAS, Army will conduct remedial and removal actions that will enable the transfer of these properties to FORA and then to MPC and supports the resolution of the land use conflicts noted in the Agreement; and

WHEREAS, BLM has concerns with the feasibility of managing lands directly behind (and adjacent to) the proposed MPC firing range facility at Range 45 under the Installation-Wide Multi-species Habitat Management Plan; and

WHEREAS, the parties recognize that existing uses, as well as proposed uses, will and do create a certain amount of noise and potential hazard to adjacent habitat; and

WHEREAS, pursuant to the Assessment, County and FORA propose additional habitat areas to be added into the natural resources management area (hereinafter referred to as "the NRMA") in order to offset the net impact to plants and animals protected under the Installation-Wide Multi-species Habitat Management Plan.

NOW THEREFORE, in furtherance of the objectives set forth above, and in accordance with all terms, conditions, limitations and exceptions provided below and in all applicable guidelines, regulations, laws, and executive orders pertaining to future uses of the former Fort Ord, the parties agree as follows:

1. BLM withdraws its claim to the MOUT in favor of MPC through County and/or FORA under an existing Agreement between Army and FORA for property transfer. MPC relinquishes its Public Benefit Conveyance rights to lands at the East Garrison in accordance with the Agreement. The parcel referred to within this agreement corresponds to the modified polygon for the parcel F.1.7.2 MOUT facility as depicted in Figure 7 on page 15 of the "Assessment."

2. MPC agrees to operate the MOUT under the general terms and conditions set forth in the Agreement, including the provisions for use by the U.S. Military, the FBI, the Monterey County Sheriff's Department and BLM.

3. As part of its Remedial Action Program, Army agrees to construct a system of fuel breaks on parcel F1.7.2 and the Range 45 development area to protect surrounding lands from accidental fire starts, and agrees to coordinate with the BLM, County, FORA, MPC and the Salinas Rural Fire Protection District on the width and location of the said fuel breaks. Said fuel breaks may include existing roadbeds adjacent to or near the MOUT facility and Range 45 development area. The firebreaks shall thereafter be maintained by MPC. These fuel breaks are in addition to those required to be established and managed by the Army/BLM MOU "Borderlands Requirements", within adjacent development areas. Other than the parcels mentioned above, long-term maintenance of habitat areas will pass to BLM upon transfer.

4. In consideration of BLM relinquishing to MPC its interest in the land required for the extension of Range 45, MPC agrees to take title to the "baffle zones" on either side of Range 45 and to provide reasonable security measures, such as "no trespassing" signage, to prevent the public from entering the area. For the purposes of this agreement, the term "reasonable security measures" need not include fencing, although MPC shall have the right to install security fencing, as it deems necessary or appropriate for security purposes. The approximate configuration of this "baffle zone" is shown in Figure 1 attached to this MOU, hereinafter referred to as "Range 45 Reserve".

5. FORA agrees to assume responsibility for habitat management detailed within the Habitat Management Plan for the Range 45 Reserve, including without limitation the "baffle zone" to the extent provided in Paragraph 15 of the Agreement.

6. In consideration of BLM relinquishing its interest in certain habitat areas and public open space recreation opportunities of the NRMA in order to facilitate the Agreement, County shall relinquish to BLM Public Benefit Conveyance Parcel L20.4 subject to the BLM's consideration of permitted use of the parcel by the Sports Car Racing Association of the Monterey Peninsula, and BLM agrees to consider management of other habitat areas identified in the Assessment to ensure that rare habitats are properly managed under the provisions of the Habitat Management Plan.

7. The parties acknowledge the potential for the operation of the firing ranges at the MOUT and Range 45 to raise concerns within the local community about noise. MPC agrees to implement feasible management practices in the operation of the MOUT facility and Range 45, consistent with their character and use as firing ranges, to mitigate noise disruption for the surrounding community. Management of the MOUT and Range 45 shall include coordination with BLM on techniques to mitigate noise production.

8. The parties acknowledge the potential for the operation of the MOUT to raise concerns within the local community about smoke. MPC agrees to communicate and coordinate with BLM and Salinas Rural Fire Protection District when considering the use and authorization of smoke devices at the MOUT. This communication and coordination

should include notifying BLM and Salinas Rural Fire Protection District when smoke may be used in connection with training.

9. BLM, MPC, FORA, and County agree to coordinate utility and communications needs in this area of the former Fort Ord.

10. The parties acknowledge that the portion of Eucalyptus Road identified as Segment L20-18 will be closed, and that Eucalyptus Road will be re-routed to avoid habitat around the easterly side of MPC's facilities within Polygons 19a, 21a, 21b and 21c. FORA, MPC and County agree to work with the Army and BLM regarding the re-routing of Eucalyptus Road to assure continued access to BLM's headquarters in Parker Flats and provisions for access to public parking for the BLM lands within the NRMA.

11. Subject to the provisions of this MOU, BLM and Army concur in the Agreement.

12. The parties agree to implement the conditions specified in pages C-1 through C-3 of the Assessment as the U.S. Fish & Wildlife Service accepted those conditions on May 28, 2002. A meeting will be held to establish responsibilities of each party prior to habitat disturbing activities.

DEPARTMENT OF THE ARMY

By: Thomas E. Kedulc — 3 Aug 2004
Its Director, Hampton Field Office, ARMY BRAC — Dated

BUREAU OF LAND MANAGEMENT

By: _____ _____
Its _____ Dated

COUNTY OF MONTEREY

By: _____ _____
Its _____ Dated

FORT ORD REUSE AUTHORITY

By: _____ _____
Its _____ Dated

MONTEREY PENINSULA COLLEGE

By: _____ _____
Its _____ Dated

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DEPARTMENT OF THE ARMY

By:_____ _____
Its_____ Dated

BUREAU OF LAND MANAGEMENT

By: [signature] 6/27/05
Its Acting State Director Dated

COUNTY OF MONTEREY

By: [signature] 20 Dec 05
Its Chair, Board of Supervisors Dated

FORT ORD REUSE AUTHORITY

By: [signature] 10/3/05
Its_____ Dated

MONTEREY PENINSULA COLLEGE

By: [signature] 9-14-05
Its Superintendent / President Dated

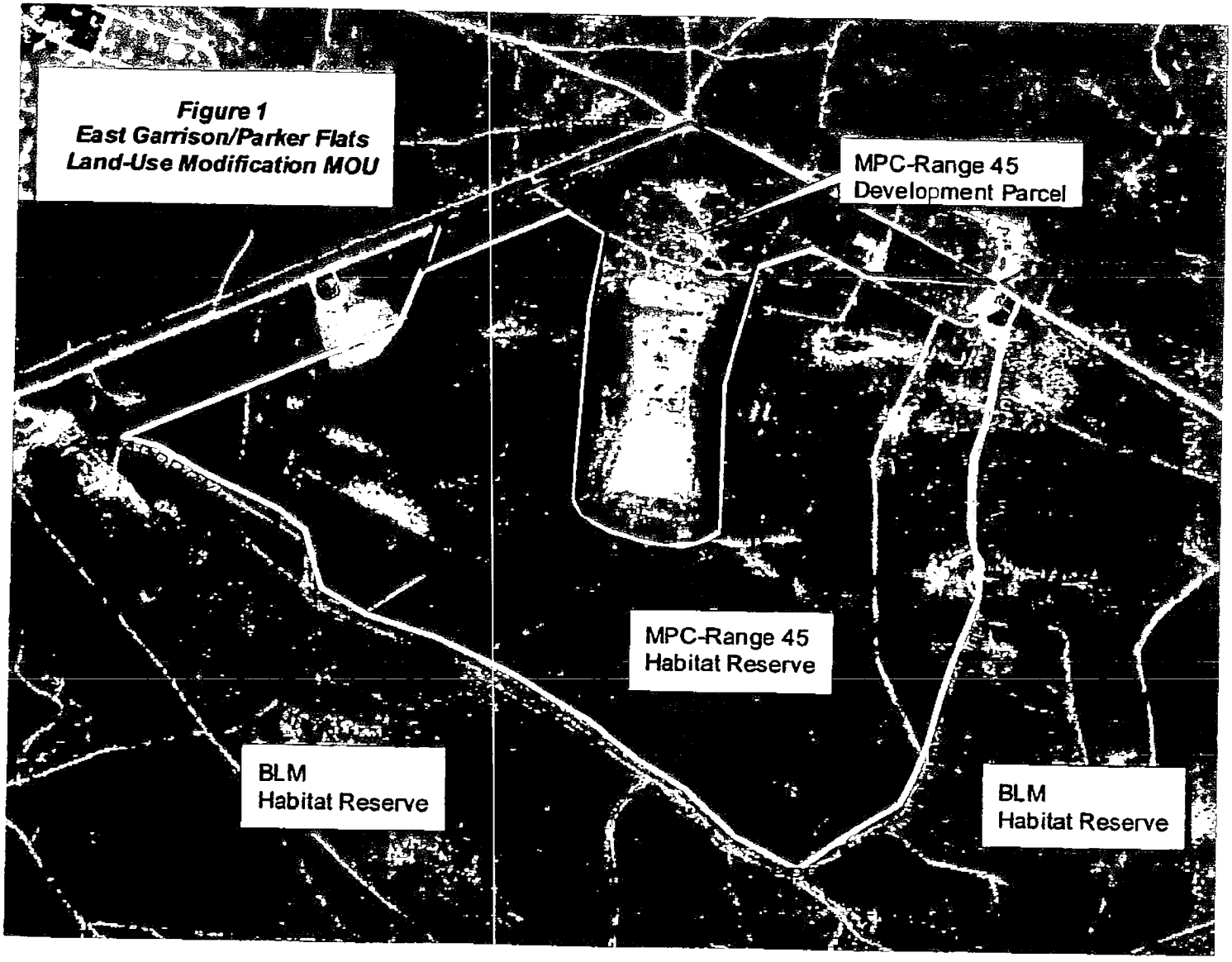

Figure 1
East Garrison/Parker Flats
Land-Use Modification MOU

Revised by Army Aug 2004

Attachment 5

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FORT ORD REUSE AUTHORITY
RESOLUTION NO. 20-12

A RESOLUTION OF THE GOVERNING BODY OF THE FORT ORD REUSE AUTHORITY
Approving Updates to and Restatement of the Transition Plan
Submitted to the Monterey County Local Agency Formation Commission

THIS RESOLUTION is adopted with reference to the following facts and circumstances:

A. In 1991, the Secretary of Defense announced the proposed downsizing of the United States Army Fort Ord Military Reservation ("Fort Ord") under the Base Realignment and Closure Act. The relocation by the United States Army (the "Army") of the 7th Infantry Division - Light resulted in the loss to the communities and populace of the Monterey Peninsula and adjoining greater Monterey Bay region of the significant economic, social, and cultural contributions that had been associated with the military presence.

B. Over the years in which Fort Ord was an active military base, the Army entered into contracts with regional entities to address water and wastewater needs of the reservation. On or about 1981, the Army and Monterey Regional Water Pollution Control Agency ("MRWPCA") entered into Contract No. DACA 05-81-C-0021 wherein the Army participated in the construction of the Monterey Regional Wastewater Treatment Plant and such agreement was amended several times, ultimately resulting in Contract No. DAKF 03-83-C0527 wherein MRWPCA agreed to provide sanitary sewage service to the Army. A subsequent agreement was entered into between the Army, Marina Coast Water District ("MCWD"), the Fort Ord Reuse Authority ("FORA") and MRWPCA regarding wastewater treatment.

C. On or about September 21, 1993, the Army entered into Contract No. A-6404 with the Monterey County Water Resources Agency ("MCWRA") for annexation of the former Fort Ord lands into MCWRA Zone 2 and 2A. That Agreement is the basis for the Army's pumping limitation of 6,600 acre-feet per year ("AFY") of water from the Salinas Valley Groundwater Basin and of that, no more than 5,200 AFY from the 180 and 400-foot aquifers therein. On or about October 23, 2001, the Army quit claimed its water and wastewater infrastructure to the Fort Ord Reuse Authority and issued two easements to FORA in DACA 05-0-00-57 and DACA 05-9-00-58. The easements to FORA required, among other obligations, assumption of the obligation to provide water required by the Installation-Wide Habitat Management Plan, the Army's obligation to cooperate and coordinate with parcel recipients, MCWRA, FORA and others to ensure all owners of property at the former Fort Ord will continue to be provided an equitable supply of water at equitable rates and to cooperate and coordinate with MCWRA, MRWPCA, FORA, property recipients and others to ensure Non-Army Responsibility Mitigations required by the records of decision dated December 23, 1993 and June 8, 1997 are met and that it will meet all requirements of the Army Agreement with MCWRA approved on September 21, 1993. On October 26, 2001, FORA in turn quitclaimed water and wastewater infrastructure and assigned said easements to MCWD requiring compliance with all underlying requirements.

D. After the announcement but prior to the implementation of the base downsizing/closure, political leaders within the affected region formed the Fort Ord Community Task Force (the "Task Force") in order to develop recommendations for moving forward with a

recovery effort. These recommendations were embodied in a 760-page June 1992 Strategy Report prepared by the Task Force (the "Strategy Report").

E. Predicated upon the Strategy Report, in October 1992 the Fort Ord Reuse Group ("FORG") was organized by local governments and potential property recipients to initiate recovery planning regarding the impending downsizing/closure of Fort Ord. After preparing an initial plan and subsequently refining it, the revised plan was considered and adopted by FORG in 1993. Those early planning efforts recognized the significant costs associated with the implementation of any plan to convert Fort Ord into civilian use and reinforced the validity of the regional and base-wide approaches that were inherent in the conclusions reached by the Task Force in its Strategy Report.

F. FORA was established in 1994 by state legislation (Government Code sections 67650 and following, the "FORA Act") and when the member jurisdictions adopted resolutions favoring the establishment of the authority in accordance with Government Code section 67656. The FORA Act was amended in 2012. The Legislature found that the reuse of Fort Ord is a matter of statewide importance and declared in Government Code section 67657(c) that FORA's powers and duties prevail over those of any other local entity, including any city, county, or joint powers authority. Government Code section 67658 identifies FORA's purpose as planning for, financing, and managing the transition of the property known as Fort Ord from military to civilian use. In Government Code section 67651, the Legislature declared the following goals to be the policy of the State of California: (1) To facilitate the transfer and reuse of the real and other property of the former Fort Ord with all practical speed; (2) minimize the economic disruption caused by the base's closure, (3) provide for reuse and development of the base in ways that enhance the economy and quality of life of the Monterey Bay community, and (4) maintain and protect the unique environmental resources of the area.

G. In order to carry out the directives of the FORA Act, FORA hired staff and entered into a contract with the California Public Employees' Retirement System ("CalPERS") to provide for retirement benefits for FORA employees.

H. Pursuant to the requirements of Government Code section 67675, FORA certified a Final Environmental Impact Report and adopted a Fort Ord Reuse Plan (the "Reuse Plan") on June 13, 1997 in Resolution 97-06. The Reuse Plan, its attendant environmental report, and Resolution 97-06 are available on the FORA website at www.fora.org.

I. As part of that approval, FORA's Board of Directors (the "Board") certified the Environmental Impact Report and adopted a Statement of Overriding Considerations after making the following findings:

- The Reuse Plan will provide for an improved and diversified retail and industrial economy and market that will generate employment and create financial stability;

- The Reuse Plan will provide moderate and upscale housing which will provide more affluent residents to the Cities of Seaside and Marina, thereby creating a housing stock with higher income families in these communities with larger disposable incomes;

- The Reuse Plan will provide additional tourist support facilities in Seaside and Marina, thereby contributing additional employment opportunities;

- The Reuse Plan will encourage and prioritize the development of projects that are regional in scale, thereby creating additional destination points on the Monterey Peninsula, and thereby enhancing the local economy;

- The Reuse Plan provides for the creation of various additional recreational facilities and open space that will enhance the quality of life for not only the residents of Seaside and Marina but all of the residents of the Peninsula;

- The Reuse Plan will attract and assist in retaining a pool of professional workers for the Peninsula;

- The Reuse Plan will assist in ensuring that the overall economic recovery of the Peninsula benefits the Cities of Del Rey Oaks, Monterey, Seaside, Marina, and the unincorporated areas of the County of Monterey in the vicinity of Fort Ord;

- The Reuse Plan will provide for additional and needed senior housing opportunities;

- The Reuse Plan will assist the communities of Seaside and Marina in the transition of their respective community images from dependent, military base extensions with transient military personnel to vital, independent, and self-actuated communities populated with permanent residents with long-term interests in the well-being of their respective communities; and

- The Reuse Plan will encourage development that will enhance the continued viability of California State University at Monterey Bay and the open space areas retained by the federal government through the Bureau of Land Management and conveyed to the California Department of Parks and Recreation.

J. FORA has committed and is obligated by the FORA Act, the Reuse Plan, and/or the California Environmental Quality Act ("CEQA") to implement a program addressing policies, programs and mitigation measures of the Reuse Plan, including a capital improvement program and finance program addressing basewide facilities.

K. In the Reuse Plan, FORA identified revenues generated from sales and leases of real property within the former Fort Ord, FORA's share of taxes on real property located within the former Fort Ord, and base-wide assessments or development fees, as the primary property-related sources of funding with which to implement the basewide facilities outlined in the Capital Improvement Program ("CIP").

L. As is more fully described below, in connection with funding implementation of the Reuse Plan, FORA entered into multiple agreements with local, state, and federal entities, established a public financing mechanism, and prepared a CIP. The final CIP is available on the FORA website at www.fora.org.

M. As part of funding implementation of the Reuse Plan, FORA established in 2001 a Community Facilities District ("CFD"), through which special taxes on properties to be developed are collected. These special taxes (the "CFD Special Taxes") are due and payable with respect to each parcel on issuance of a building permit relating to the property. The CFD Special Taxes are subject to annual adjustment, but when FORA ceases to exist the CFD Special Taxes may no longer be collected. A variety of replacement funding mechanisms are available, including but not limited to the potential

for each of the underlying land use jurisdictions to create its own Community Facilities District through which special taxes on future development may be collected. Collecting taxes or fees on developments that have already been entitled will require each jurisdiction to obtain agreements from each developer of an entitled project to pay development fees that the developer would not otherwise be obligated to pay. Those fees are estimated to be $72 million for entitled projects, if all entitled developments are fully completed. At its June 4, 2020 meeting, FORA's Board of Directors adopted Resolution No. 20-07 directing the recordation of a Notice of Cessation of Special Tax and Extinguishment of Lien for the Fort Ord Reuse Authority Basewide Community Facilities District for the purpose of terminating collection of the CFD Special taxes after FORA's dissolution. That notice has since been submitted to the Monterey County Recorder's Office for recordation.

N. FORA entered into a Memorandum of Agreement for the No-Cost Economic Development Conveyance of former Fort Ord Lands (the "EDC MOA"), which was recorded on June 23, 2000 at Series No. 2000040124 in the Official Records of the Monterey County Recorder. The EDC MOA provided the vehicle for the Army to transfer property to FORA without monetary consideration. The land transfer was conditioned on a requirement that any proceeds from the subsequent sale or leasing of the transferred real property must be applied to the economic development of the former Fort Ord. The real property transferred pursuant to the EDC MOA may be referred to herein as the "EDC Property." Sections 5.03 and 5.04 of the EDC MOA require a fair process to ensure an equitable supply of water is provided to grantees of former Fort Ord property and that all grantees enjoy an equitable utilization of the existing sewage treatment capacity.

O. In 2001, agreements were entered into between FORA on the one hand and the County of Monterey and each city receiving or anticipated to receive a portion of the EDC Property on the other hand. These agreements, as they may have been amended to date and irrespective of whether they may be so captioned, may collectively be referred to herein as the "Implementation Agreements."

P. The Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") applies to the closure of Fort Ord. The Army is obligated under CERCLA and other applicable federal and state law to remediate certain conditions at the former Fort Ord, including but not limited to by the removal of munitions and explosives. It was anticipated that an extensive amount of time would be needed for the Army to complete its cleanup of the former Fort Ord, based in part upon the contingent nature of Department of Defense funding and due to competing priorities for the use of available funds. Accordingly, in order for FORA to be able to receive the EDC Property early and facilitate an orderly and timely remediation of former Fort Ord lands, the Army and FORA entered into an early transfer agreement. Through a series of subsequent agreements between the Army, FORA, the U.S. Environmental Protection Agency, and the California Department of Toxic Substance Control remediation of munitions and explosives on the former Fort Ord proceeded. Although substantial progress has been made in the base cleanup, the remediation obligations will not be completed and all property transfers will not have occurred before the currently anticipated dissolution of FORA.

Q. Government Code section 67700(a) requires that FORA dissolve when eighty percent (80%) of the base has been developed or reused in a manner consistent with the Reuse Plan or on June 30, 2020, whichever first occurs. Government Code section 67700(b)(2) mandates as follows:

> The board shall approve and submit a transition plan to the Monterey County Local Agency Formation Commission on or before December 30, 2018, or 18 months before the anticipated inoperability of this title pursuant to subdivision (a), whichever occurs first. The transition plan shall assign assets and liabilities, designate responsible successor agencies, and provide a schedule of remaining obligations. The transition plan shall be approved only by a majority vote of the board.

The Transition Plan approved by the Board on December 19, 2018 and submitted to the Monterey County Local Agency Formation Commission ("LAFCO") on December 30, 2018 assigned assets and liabilities, designated responsible successor agencies, and provided a schedule of remaining obligations, as required by the FORA Act. Since FORA's approval of the Transition Plan in 2018, FORA has entered into contracts and agreements and taken a series of other actions to implement its dissolution. This document updates and restates the approved 2018 Transition Plan to reflect and incorporate the decisions of the FORA Board and the various agreements entered among FORA and member jurisdictions since December 19, 2018 to achieve the orderly and fair dissolution of FORA.

R. Government Code section 67700(b)(1) provides as follows:

> The Monterey County Local Agency Formation Commission shall provide for the orderly dissolution of the authority including ensuring that all contracts, agreements, and pledges to pay or repay money entered into by the authority are honored and properly administered, and that all assets of the authority are appropriately transferred.

BASED ON THE FOREGOING RECITALS AND THE FINDINGS AND DETERMINATIONS MADE HEREIN, the Board hereby approves the following updated and restated Transition Plan for transmittal to LAFCO:

Section 1 Findings and Determinations:

1.1 Assignment of Assets and Liabilities and Transfer of Surviving Obligations:

The Board hereby finds and determines that this Transition Plan assigns all assets and liabilities of FORA and transfers all obligations of FORA to the extent such obligations survive the dissolution of FORA.

1.2 California Environmental Quality Act:

The Board hereby finds and determines that in adopting this Transition Plan as required by Government Code section 67700 FORA is addressing the allocation of FORA's assets, liabilities and obligations in advance of FORA's ultimate dissolution without (a) amending any contemplated or approved land uses within the former Fort Ord, (b) abandoning or altering any mitigations that were required as a part of the adoption of the Reuse Plan, (c) changing the Reuse Plan itself, or (d) avoiding the satisfaction and fulfillment of any of FORA's other commitments, pledges, or promises (all of which may be collectively referred to herein as the "FORA Program"). CEQA only applies to government activities that may cause a direct or a reasonably foreseeable indirect physical change in the environment. Public Resources Code section 21065. CEQA Guidelines, Section 15378(b) also provide that certain activities are not

CEQA "projects" including (4) The creation of government funding mechanism or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment; and (5) Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

This Transition Plan does not authorize any particular development, and does not itself change any of the land use requirements applicable to projects within the geographic area of the former Fort Ord. It is not a "project" and no environmental impact report or other CEQA document is required.

To the contrary and to the extent not already so contained in their general plans, this Transition Plan calls for the Cities of Marina, Seaside, Monterey and Del Rey Oaks and the County of Monterey to follow the Reuse Plan policies and programs. After FORA's ultimate dissolution, any changes to the policies and programs of the Reuse Plan or any part thereof will be made by the respective land use jurisdiction(s) only after full compliance with all applicable laws, including but not limited to CEQA.

Further and only to the extent not addressed by a Memorandum of Agreement entered into between FORA and the applicable jurisdiction regarding a specific project or other specific non-project activity (for example, removal of the stockade and ancillary buildings located within the City of Marina, repair of stormwater infiltration units on Eucalyptus Road within the City of Seaside, and improvements to South Boundary Road and the intersection at General Jim Moore Boulevard which may be undertaken by the City of Del Rey Oaks), as to any (a) incomplete projects initiated by FORA that any of the above-identified land use jurisdictions intend to carry out after the dissolution of FORA, (b) completed projects for which any mitigation measures adopted by FORA remain to be fulfilled or monitored, and (c) projects for which any environmentally-related contractual or judicially-imposed commitment of FORA has not been satisfied, FORA designates each of the above-identified land use jurisdictions as a responsible successor agency for the purposes of compliance with all applicable laws, including but not limited to CEQA, and satisfaction and fulfillment of all project-related liabilities to the extent required by law, including but not limited to mitigation measures and monitoring requirements and satisfaction of environmentally-related contractual or judicially-imposed commitments of FORA, each as to all portions of such projects located within the territorial limits of the respective city or cities or the unincorporated portion of Monterey County. Without limiting the generality of the foregoing, Monterey County's habitat management responsibilities on the former Fort Ord shall include habitat management responsibilities on sites held by the Monterey Peninsula Community College District ("MPC") at the former Military Operations on Urban Terrain facility and certain lands within the Parker Flats area of the former Fort Ord pursuant to that Agreement Regarding Public Safety Officer Training Facilities entered into between FORA, MPC and the County of Monterey in 2003, subject to MPC's obligation to pay reasonable fair share assessments for the cost of such habitat management as provided in that agreement. To the extent required by applicable law, each such designated responsible successor agency shall assume lead agency status under CEQA with respect to such projects located wholly within its jurisdictional limits. As to any projects located within the jurisdictional limits of more than one of the designees, to the extent applicable law requires that there be a lead agency, the affected designees shall decide among themselves which shall assume lead agency status under CEQA.

1.3 Reuse Plan and Master Resolution:

To the extent the policies and programs of the Reuse Plan and Master Resolution survive the dissolution of FORA, all assets and liabilities relating to those policies and programs are

assigned to each underlying land use jurisdiction. FORA recorded the Master Resolution on April 14, 2020.

1.4 Environmental Services Cooperative Agreement:

The Board entered into an agreement with the City of Seaside to become the successor to the Environmental Services Cooperative Agreement ("ESCA"). See also Section 2.1.7 re: ESCA Reimbursement.

1.5 Transfer of FORA's Records:

Except for (a) records pertaining to the ESCA, which records will be transferred to the City of Seaside as custodian pursuant to the ESCA contract documents; (b) records transferred to the local redevelopment authority designated as FORA's successor in connection with the EDC MOA; and (c) records of attorney-client privileged communications and materials protected by the attorney work product doctrine, which will be transferred to Authority Counsel, Kennedy, Archer & Giffen, PC, all of FORA's public records will be transferred to the County of Monterey which shall be the custodian and is designated as the responsible successor agency for records management and compliance with applicable law concerning FORA's public records, including but not limited to the California Public Records Act, for the period after FORA's dissolution, as provided in that Agreement Regarding Administrative and Financial Matters Associated with FORA Dissolution entered into between FORA and the County and dated for reference purposes June 23, 2020 (the "FORA-County Administrative Agreement").

1.6 Water and Wastewater:

The Board hereby finds and determines that it has made water allocations in accordance with its obligation under the EDC MOA to ensure a fair and equitable water supply to all property recipients and imposed those requirements in the Implementation Agreements. In light of the possibility of a water supply shortage that reduces the overall amount of water available for the Ord Community, MCWD staff has committed by letter dated October 29, 2018 to work with the jurisdictions to develop a plan to reduce each entity's water allocation in an equitable manner, consistent with the 1993 Army-MCWRA Agreement and the Economic Development Conveyance Agreement obligation to provide a fair and equitable water supply to all property recipients of former Fort Ord lands. See Section 2.2.6 re: water allocations.

Section 2 Assignment of Assets, Liabilities, and Obligations:

2.1 Assets and Disposition Thereof:

FORA's principal assets are comprised of the following:

2.1.1 Section 115 Trust:
In April 2018, the Board authorized the establishment of a Section 115 trust and funded the trust with $5,700,000 (which is currently earning returns at an average annualized rate in excess of 2%). The current balance in the trust is approximately $7,000,000. Funds held in or transferred from the trust may be used only for retirement purposes. At or before FORA's dissolution, either (a) the County of Monterey will be added as a signatory to the Section 115 Trust account with authority to expend the funds in that account for the purpose of being applied to the satisfaction or reduction of the unfunded pension liability under the CalPERS contract when that amount has been finally determined or (b) FORA will cause the funds in the Section 115 Trust account to be

transferred to the County to be held until the amount of the unfunded pension liability under the CalPERS contract has been finally determined, after which all such funds are to be applied to the satisfaction or reduction of the unfunded pension liability under the CalPERS contract. To the extent that funds held in or transferred from the trust are, at the time the unfunded pension liability under the CalPERS contract has been finally determined, insufficient to fully satisfy the unfunded pension liability under the CalPERS contract, proceeds from bonds in the designated Cal PERS Obligation Fund described in Section 2.2.1 shall be applied first to said unfunded pension liability. Thereafter, if any unfunded pension liability under the CalPERS contract remains, the remaining unfunded pension liability is a debt of FORA to be paid, to the extent legally permissible, through future unpledged property tax revenues pursuant to Health and Safety Code section 33492.71, so as to satisfy the unfunded pension liability under the CalPERS contract (and thereby assure that FORA's member jurisdictions are not exposed to liability for any unfunded pension liability relating to the CalPERS contract following FORA's dissolution).

2.1.2 Intentionally Omitted.

2.1.3 Litigation Reserve Funds: Although not irrevocably committed to use for litigation or indemnification purposes, FORA has transmitted funds identified for indemnification of LAFCO in the aggregate amount of $500,000. Terms and conditions for the use of these funds are provided for in the FORA-LAFCO Indemnification Agreement executed December 18, 2019.

2.1.4 Habitat Funds: Pursuant to Joint Community Facilities Agreements entered into between FORA and each of the below-identified jurisdictions, FORA has distributed approximately $17,000,000 in funds dedicated to habitat management (as provided in such agreements) in the following proportions:

- 79.9% to Monterey County
- 7.4% to the City of Seaside
- 7.9% to the City of Marina
- 0.3% to the City of Monterey
- 4.5% to the City of Del Rey Oaks

2.1.5 Capital Improvement Funds: FORA has transferred CFD Special Taxes collected to (a) the City of Marina for removal of the stockade and ancillary buildings, (b) to the City of Seaside for repair of stormwater infiltration units on Eucalyptus Road, and (c) to the City of Del Rey Oaks for potential improvements to South Boundary Road and the intersection at General Jim Moore Boulevard, each pursuant to a Memorandum of Agreement entered into between FORA and the respective jurisdiction. Any CFD Special Taxes collected and remaining unexpended prior to FORA's dissolution shall first be applied to (i) reimbursement of MCWD's expenses incurred in the construction of the Regional Urban Water Augmentation Project in the amount of $273,854.17 and (ii) reimbursement of the City of Marina's expenses incurred in widening Salinas Avenue, improving 8th Street, and constructing the 2nd Avenue/Del Monte extension, in the aggerate amount of $106,298.17. If the reimbursements described in clauses (i) and (ii) of the immediately preceding sentence do not fully exhaust any CFD Special Taxes collected and remaining unexpended immediately prior to FORA's dissolution, any surplus shall be disbursed to the jurisdictions identified in Section 2.1.4 in the proportions set forth in that section for the purpose of funding habitat management as contemplated

by the Joint Community Facilities Agreements entered into between FORA and each of respective jurisdictions.

2.1.6 Other Funds: Except as otherwise specifically identified in this Transition Plan, all funds in FORA's other accounts, petty cash, un-deposited checks, and other cash equivalents held by FORA immediately prior to FORA's dissolution together with any additional funds received prior to the closure of FORA's books shall be transferred to the County of Monterey to be applied as provided in the FORA-County Administrative Agreement.

2.1.7 ESCA Reimbursement: An estimated approximately $6,800,000 in potential reimbursement is available for work conducted under the ESCA. All rights under the ESCA are assigned to the City of Seaside effective as of FORA's dissolution.

2.1.8 Miscellaneous Personal Property: With the exception of certain office furniture acquired in part with funds supplied by MCWD, which furniture will be transferred to MCWD prior to FORA's dissolution, all of FORA's office furniture and equipment, supplies, and other personal property remaining as of FORA's dissolution shall be transferred to the County of Monterey in trust for prompt sale or disposition in accordance with any applicable rules or requirements for the transfer of surplus property by a California public entity. Any proceeds from such transfer remaining after reimbursement to the County for its administrative costs, shall be applied as provided in the FORA-County Administrative Agreement.

2.1.9 Real Property: FORA is obligated to cause certain former Fort Ord property to be transferred to the underlying land use jurisdictions in accordance with the federal Pryor Amendment and as authorized by Section 67678(a) of the FORA Act. The City of Seaside has been recognized as the Successor to the Local Redevelopment Authority and as such will assume this role effective July 1, 2020. The City of Seaside shall receive funds in the amount of $100,000 to cover costs of property transfers as the designated LRA successor agency.

2.1.10 Insurance Policies: Except to the extent specifically provided to the contrary in this Transition Plan or by the terms of the insurance policy itself, FORA shall not keep any policy(ies) of insurance in force beyond the date(s) of such policy's(ies') expiration.

With respect to the Pollution Legal Liability ("PLL") policy, FORA currently holds approximately $267,000 in a separately identified account for the PLL insurance self-insured retention ("SIR"). These funds shall be transferred and utilized to defray the administrative costs for the City of Seaside as the First Named Insured and to defray the costs in the event of a claim requiring application of a self-insured retention amount. In the event, the SIR is not utilized for any claims made, the amount in the fund shall be returned, after any administrative deduction for contract management by the successor, to the named insureds in proportion to the amounts of their insurance coverages.

2.2 Liabilities and Obligations and Assignment Thereof:

FORA's principal liabilities and obligations include the following:

2.2.1 Unfunded Pension Liability under CalPERS Contract: Based on the latest available communication from CalPERS, FORA's unfunded terminated agency liability is anticipated to range from $7,793,230 to $9,333,172. Because FORA anticipates that the

amounts in the Section 115 Trust will by themselves be insufficient to retire all the actual terminated agency liability once finally determined, the Tax Allocation Bonds issued by FORA include a CalPERS Obligation Fund in the amount of $4,000,000 to be applied toward the payment or reduction of the CalPERS liability once determined. If the amounts in the Section 115 Trust and the designated account referenced above are collectively insufficient to fully retire the CalPERS liability, any remaining unsatisfied liability shall, to the extent legally permissible, be paid through future unpledged property tax revenues pursuant to Health and Safety Code section 33492.71. The County shall continue to accrue such property tax revenues in FORA's account until all of FORA's recognized debts have been retired. The County shall be entitled to recover its reasonable costs of administering and distributing said property tax revenues. If after the application of the amounts in the CalPERS Obligation Fund to the retirement of the terminated agency liability under the CalPERS contract there remains any surplus in the CalPERS Obligation Fund, such surplus shall be applied in conformity with applicable law as addressed in the Bond Indenture and Irrevocable Instructions.

2.2.2 Habitat Funds: See Section 2.1.4 hereinabove.

2.2.3 Capital Improvement Funds: See discussion in Section 2.1.5 hereinabove.

2.2.4 ESCA Reimbursement: See Section 2.1.7 hereinabove.

2.2.5 Building Removal: To the extent not funded through the application of the proceeds of the sale of Fort Ord Reuse Authority Tax Allocation Bonds, Series 2020 which closed on June 25, 2020, any building removal for the purpose of alleviating blight shall be addressed after FORA's dissolution, if at all, by the jurisdiction(s) in which remaining abandoned buildings are located. Each such jurisdiction shall comply with all applicable laws pertaining to such building removal.

2.2.6 Water/Wastewater: This Transition Plan hereby assigns to MCWD, effective as of the dissolution of FORA, FORA's rights of enforcement under the Implementation Agreements, to the extent they survive post-dissolution, regarding water allocations. To the extent allowed by law, in the event that any jurisdiction's approved developments exceed the jurisdiction's approved water allocation, MCWD may decline to issue any further water connection permits until the offending jurisdiction brings its water allocation into compliance or MCWD develops or obtains access to an augmented water supply sufficient to cover any excess. In the event of a ground water shortage, any resulting reductions in the amount of water supplies shall be applied fairly and equitably across all jurisdictions. MCWD and the jurisdictions shall work together as to how to apply a fair and equitable reduction of water supply amongst the underlying land holding jurisdictions.

2.2.7 Prevailing Wages: Notwithstanding any other provision herein, the general prevailing rate of wages for work of a similar character in Monterey County, as determined by the Director of the Department of Industrial Relations under Division 2, Part 7, Chapter 1 of the California Labor Code, shall be paid to all workers employed on First Generation Construction (as defined in the Master Resolution) after FORA's dissolution. This term may not be invalidated or superseded by any Transition Plan Implementing Agreement(s) or other document(s), or by action of any city, successor jurisdiction, or other entity.

2.2.8 Late Discovered Items: To the extent that any contractual or other obligation of FORA is discovered during implementation of this Transition Plan, those obligations shall

be assigned as follows: If the obligation is related to the use of real property, it shall be assigned to the underlying land use jurisdiction, unless otherwise specifically addressed in an agreement entered into between such land use jurisdiction and FORA. If the liability or obligation is unrelated to the use of real property, LAFCO shall notify any appropriate insuring entity and the County. Upon the establishment of the validity and amount of the liability or obligation by LAFCO and the County acting in coordination with each other, such established liability or obligation shall be paid or discharged first by the County applying monies, if any remain that are not expended and not already legally obligated to be expended for other purposes, from the funds transferred to the County pursuant to Section 2.1.6 and only thereafter by applying funds, if any, remitted by the Trustee to the County under Section 4.02(f) of that Indenture of Trust, dated as of June 1, 2020, among FORA, the City of Marina, as administrator, and U.S. Bank National Association, as trustee, pursuant to which FORA has issued its Fort Ord Reuse Authority Tax Allocation Bonds, Series 2020 (which funds consist of the annual property tax increment described in Health and Safety Code section 33492.71, which funds are not needed for purposes of the Indenture). The County shall continue to accrue such property tax revenues in FORA's account until all of FORA's recognized debts have been retired.

Section 3 Transition Plan Implementation:

3.1 Schedule of Remaining Obligations:

Obligation	Reference in Updated Transition Plan
Implementation of Mitigation Measures Pertaining to North-South Road/Highway 218 Project and CEQA Lead Agency Status	See Section 1.2
Implementation of Mitigation Measures Pertaining to Relocation and Reconfiguration of General Jim Moore Boulevard Project and CEQA Lead Agency Status	See Section 1.2
Habitat Management Responsibilities on Sites Held by the Monterey Peninsula Community College District	See Section 1.2
Repair of Stormwater Infiltration Units on Eucalyptus Road CEQA Lead Agency Status	See Section 2.1.5
Removal of the Stockade and Ancillary Buildings CEQA Lead Agency Status	See Section 2.1.5
South Boundary Roadway and the Intersection at General Jim Moore Boulevard Improvements CEQA Lead Agency Status	See Section 2.1.5
Transfers of Real Property in accordance with the federal Pryor Amendment	See Section 2.1.9
Payment of Unfunded Terminated Agency Liability to CalPERS	See Section 2.2.1
FORA Contract with California Native Plant Society and City of Del Rey Oaks	See Section 3.3

Except as identified in the schedule of remaining obligations set forth above or specifically provided for elsewhere in this Transition Plan, FORA is not aware of any remaining obligations.

3.2 Litigation Management:

In the absence of an agreement entered into by all of the affected land holding jurisdictions that post FORA litigation may be managed by any one or more, but less than all, of such land

holding jurisdictions, any post FORA litigation shall be collectively managed by the land use jurisdictions that are defendants or are identified as real parties in interest for such litigation.

3.3 Survivability of the Base Reuse Plan, Master Resolution, and FORA's Agreements:

FORA has received from Authority Counsel a memorandum dated June 16, 2020 setting forth a statement regarding the survivability of the Base Reuse Plan, Master Resolution, and FORA's Agreements.

3.4 Reserved Right of Modification:

The Board hereby reserves its right to augment, clarify or modify this Transition Plan as law, facts, circumstances, or agreements may require.

NOW THEREFORE, THE BOARD HEREBY RESOLVES AS FOLLOWS:

1. As outlined above, this Resolution and its provisions constitute the Transition Plan required by Government Code section 67700(b); and

2. The Board hereby makes all assignments in accordance with Government Code section 67700(b);

3. The Board hereby finds that as adopted herein, this updated and restated Transition Plan is not a project subject to CEQA;

4. Notwithstanding anything to the contrary set forth in this resolution, nothing herein is intended nor shall be interpreted to create an independent financial obligation of the general funds of a member jurisdiction of FORA unless specifically agreed to in writing by the member jurisdiction. Except as otherwise specifically provided herein, all of FORA's established debts, obligations, and other liabilities are intended to be satisfied or paid (a) first out of the funds of FORA as may exist as of the date of its dissolution or as may accrue to its accounts following dissolution and (b) after the exhaustion of such funds then from future unpledged property tax revenues pursuant to Health and Safety Code section 33492.71; and

5. The Board directs the Executive Officer to transmit this updated and restated Transition Plan to LAFCO.

Upon motion by Board member O'Connell seconded by Board member Berkley the foregoing Resolution was passed on this 26th day of June 2020, by the following vote:

AYES: PARKER, PHILLIPS, ADAMS, GAGLIOTI, O'CONNELL, BERKLEY, HAFFA, OGLESBY, WIZARD, CARBONE, GARFIELD
NOES:
ABSTENTIONS: REIMERS
ABSENT:

Jane Parker, Chair FORA Board

ATTEST:

Joshua Metz, Clerk

GLOSSARY

"AFY" means acre feet per year.

"Army" means the United States Army.

"Board" means the governing board of the Fort Ord Reuse Authority, as specified in Government Code section 67660.

"CalPERS" means the California Public Employees' Retirement System.

"CEQA" means the California Environmental Quality Act, as amended to date (Public Resources Code section 21000 and following).

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, commonly known as Superfund, as amended to date (42 U.S. Code Chapter 103 and following).

"CFD" means a Community Facilities District within the former Fort Ord formed pursuant to the Mello-Roos Community Facilities Act of 1982, as amended to date (Government Code section 53321 and following).

"CFD Special Taxes" means the special taxes collected through the Community Facilities District on properties to be developed within the former Fort Ord.

"CIP" means a Capital Improvement Program adopted by the Fort Ord Reuse Authority.

"EDC MOA" means the Memorandum of Agreement for the No-Cost Economic Development Conveyance of former Fort Ord Lands, which was recorded on June 23, 2000 at Series No. 2000040124 in the Official Records of the Monterey County Recorder.

"EDC Property" means the real property transferred pursuant to the Memorandum of Agreement for the No-Cost Economic Development Conveyance of former Fort Ord Lands, which was recorded on June 23, 2000 at Series No. 2000040124 in the Official Records of the Monterey County Recorder.

"ESCA" means the Environmental Services Cooperative Agreement entered into between the United States Army and the Fort Ord Reuse Authority, as amended to date.

"FORA Act" means, collectively, SB 899 and AB 1600 adopted in 1994 and amended in 2012, as codified at (i) Government Code Title 7.85, Chapters 1 through 7, commencing with Section 67650, and (ii) selected provisions of the California Redevelopment Law, including Health and Safety Code Sections 33492 *et seq.* and 33492.70 *et seq.*

"FORA" means the Fort Ord Reuse Authority.

"FORA-County Administrative Agreement" means that Agreement Regarding Administrative and Financial Matters Associated with FORA Dissolution entered into between FORA and the County of Monterey and dated for reference purposes June 23, 2020.

"FORA Program" has the meaning given in Section 1.2.

"FORG" means the Fort Ord Reuse Group organized by local governments and potential property recipients to initiate recovery planning regarding the impending downsizing/closure of the former Fort Ord.

"Fort Ord," including references to the territory or area of Fort Ord or the former Fort Ord, means the geographical area described in the document entitled "Description of the Fort Ord Military Reservation Including Portion of the Monterey City Lands Tract No. 1, the Saucito, Laguna Seca, El Chamisal, El Toro and Noche Buena Ranchos, the James Bardin Partition of 1880 and Townships 14 South, Ranges 1 and 2 East and Townships 15 South, Ranges 2 and 3 East, M.D.B. and M. Monterey County, California," prepared by Bestor Engineers, Inc., and delivered to the Sacramento District Corps of Engineers on April 11, 1994 or the military base formerly located on such land, as the context requires.

"Implementation Agreements" means agreements entered into beginning in 2001 between the Fort Ord Reuse Authority on the one hand and the County of Monterey and each city receiving or anticipated to receive a portion of the EDC Property on the other hand, as such agreements may have been amended to date.

"LAFCO" means the Monterey County Local Agency Formation Commission.

"Local Redevelopment Authority" means any authority or instrumentality established by State or local government and recognized by the Secretary of Defense through its Office of Economic Adjustment (OEA) to facilitate the transfer of properties from the former Fort Ord to the underlying jurisdictions.

"Master Resolution" means the collection of administrative rules and regulations adopted by FORA under the Authority Act, as amended.

"MCWD" means the Marina Coast Water District.

"MCWRA" means the Monterey County Water Resources Agency.

"MPC" means the Monterey Peninsula Community College District.

"PLL" means a Pollution Legal Liability policy of insurance.

"MRWPCA" means the Monterey Regional Water Pollution Control Agency.

"Reuse Plan" means the Fort Ord Base Reuse Plan and its accompanying environmental impact report adopted and certified by the FORA Board in June 1997 to guide the reuse of the former Fort Ord, all as amended from time to time.

"SIR" means self-insured retention under a PLL policy of insurance.

"Strategy Report" means the June 1992 report prepared by the Fort Ord Community Task Force in order to develop recommendations for moving forward with a recovery effort relating to the closure of the former Fort Ord.

"Task Force" means the Fort Ord Community Task Force formed in order to develop recommendations for moving forward with a recovery effort relating to the closure of the former Fort Ord.

INDEMNIFICATION AGREEMENT

This Indemnification Agreement (this "Agreement") dated this 18th day of December, 2019 is entered into by and between the Local Agency Formation Commission of Monterey County, a governmental agency ("LAFCO"), and the Fort Ord Reuse Authority, a governmental agency ("FORA"), with reference to the following facts.

A. FORA was established pursuant to the Fort Ord Reuse Authority Act (California Government Code Sections 67650 through 67700), hereinafter sometimes referred to as the "FORA Act." Section 67700(a) provides that the FORA Act will become inoperative, at the latest, on June 30, 2020. Concurrently with the FORA Act becoming inoperative, FORA will dissolve.

B. Pursuant to the requirement expressed in Section 67700(b)(2), FORA's Board of Directors approved and on December 27, 2018 submitted to LAFCO a transition plan (the "Transition Plan"). As required by Section 67700(b)(2), the Transition Plan assigns assets and liabilities, designates responsible successor agencies, and provides a schedule of remaining obligations.

C. Pursuant to the requirement expressed in Section 67700(b)(1), LAFCO is required to provide for the orderly dissolution of FORA (the "Dissolution"), including ensuring that all contracts, agreements, and pledges to pay or repay money entered into by FORA are honored and properly administered, and that all assets of FORA are appropriately transferred. Given LAFCO's statutory requirement, the Parties have agreed to enter into this Agreement whereby FORA will indemnify LAFCO against certain expenses arising from legal actions challenging the Dissolution and providing funds to LAFCO to pay for litigation-related expenses.

D. LAFCO maintains a separate litigation reserve to protect itself in the event of litigation related to its normal operations, which is funded by its local agencies. A majority of LAFCO's local agencies do not have an interest in the Fort Ord property within FORA's purview. Should LAFCO be named in a legal action or initiate legal action related to the Dissolution, LAFCO has no designated funds to defend the Dissolution. As such, LAFCO will create another litigation reserve fund to hold funds received from FORA to be used solely for the purposes set forth in this Agreement.

NOW, THEREFORE, based on the foregoing and in consideration of the mutual terms, covenants and conditions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LAFCO and FORA (each a "Party" and collectively, the "Parties") agree as follows:

Section 1. Indemnification.

In the event any legal action or proceeding is instituted against LAFCO (or naming LAFCO as a real party in interest), its officers, employees, attorneys or agents (collectively, the "Indemnitees"), the purpose of which is to attack, set aside, void, or annul, in whole or in part, actions taken to effectuate the Dissolution, or in the event that LAFCO initiates litigation reasonably required to ensure the Dissolution is properly implemented, FORA agrees to defend, indemnify, and hold harmless the Indemnitees from any costs, fees, damages, or liabilities incurred as a result of any such action or proceeding, including any award to opposing counsel of attorneys' fees or costs (collectively, "Losses"). FORA also agrees to reimburse LAFCO for its reasonable expenses incurred as a result of any such legal action or proceeding. Such expenses include LAFCO's counsel's charges for representing LAFCO in any such action, costs of preparing the administrative record in any such action (including LAFCO staff costs), and all other reasonable expenses incurred by LAFCO as a result of any such action or proceeding.

LAFCO reserves the right to utilize or retain its own attorneys to represent it in any such action; however, LAFCO will coordinate the defense of any action with FORA.

Notwithstanding any other provision of this Agreement to the contrary, FORA shall have no obligation pursuant to this Section 1 with respect to: (a) any proceeding instituted by any Indemnitee if a court of competent jurisdiction determines that such proceeding was not made in good faith or was frivolous; or (b) losses arising from or relating to any Indemnitee's gross negligence or willful misconduct.

Section 2. Litigation Reserve Funds.

FORA will designate funds to address the potential that LAFCO will need to initiate or defend against litigation to ensure the Dissolution is properly implemented. The monies designated to indemnify LAFCO, transmitted to LAFCO as set forth herein, and held by LAFCO in trust are to be used solely for the purposes set forth in this Agreement until all litigation is resolved and no further litigation is necessary to fully implement the Transition Plan and the Dissolution is fully implemented. FORA will transfer five hundred thousand dollars ($500,000) to LAFCO within thirty (30) days of the execution of this Agreement for use as a litigation reserve fund. Upon resolution of all litigation, all unexpended legal contingency funds shall be equally returned to the County of Monterey and the Cities of Marina, Seaside, Del Rey Oaks, and Monterey. LAFCO may request additional litigation funding from FORA (in which event the Parties shall endeavor in good faith to negotiate the amount of such funding to be set forth in an amendment to this Agreement or in a separate agreement) and the Parties agree that this Agreement neither authorizes nor precludes LAFCO receiving additional funds from FORA for indemnification purposes.

Section 3. Miscellaneous Provisions.

3.1. Successors and Assigns. To the greatest extent permitted by law, this Agreement shall apply to, bind and inure to the benefit of successors in interest of the parties hereto, whether they succeed by operation of law or voluntary acts.

3.2. No Third-Party Beneficiaries. This Agreement is entered only for the benefit of the parties executing this Agreement and not for the benefit of any other individual, entity or person.

3.3. Amendments. This Agreement may be amended only in writing by the mutual agreement of the original parties or their successors in interest.

3.4. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

3.5. Counterparts. This Agreement may be executed and delivered in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

[Remainder of page intentionally left blank, signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

LOCAL AGENCY FORMATION COMMISSION OF MONTEREY COUNTY

Attest:

Kate McKenna 12/18/19

Kate McKenna, AICP Date
LAFCO Executive Officer

Approved as to form:

12/17/19

Kelly L. Donlon Date
LAFCO General Counsel

FORT ORD REUSE AUTHORITY

Attest:

12-18-2019

Michael A. Houlemard, Jr. Date
FORA Executive Officer

Approved as to form:

12/20/19

Jon R. Giffen Date
Authority Counsel

FORT ORD REUSE AUTHORITY AND CITY OF SEASIDE ENVIRONMENTAL SERVICES COOPERATIVE AGREEMENT (ESCA) AND LOCAL REDEVELOPMENT AUTHORITY (LRA)/ECONOMIC DEVELOPMENT CONVEYANCE AGREEMENT (EDC AGREEMENT) SUCCESSOR IMPLEMENTING AGREEMENT

RECITALS,

WHEREAS, the Fort Ord Reuse Authority ("FORA") is a regional agency and a Corporation of the State of California established under California State Law Government Code Sections 67650, et seq., to plan, facilitate and manage the transfer of former Fort Ord property and is acknowledged as the federally recognized local reuse authority for property transfers from the Army, to the governing local jurisdictions or their designees.

WHEREAS, the City of Seaside, California ("Seaside"), is a general law Municipal Corporation of the State of California.

WHEREAS, FORA and Seaside are each a "Party", and together the "Parties" to this Agreement.

WHEREAS, Fort Ord, California was placed on the National Priorities List (Superfund) in 1990 due to leaking underground storage tanks, contaminated groundwater and a 150-acre landfill.

WHEREAS, in 1990, the Army executed a Federal Facility Agreement ("FFA") under CERCLA Section 120 outlining the Army's Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") clean up responsibilities with respect to the former Fort Ord. The Army remains responsible for certain actions under that FFA. The FFA was amended on or about July 26, 2007, the effect of which suspends the FFA for FORA's ESCA obligations so long as FORA or its successors are in compliance with the AOC.

WHEREAS, the former Fort Ord was closed on September 30, 1994 pursuant to and in accordance with the Defense Base Closure and Realignment Act of 1990, as amended (Public Law 101-510; hereinafter referred to as the "Base Closure Act").

WHEREAS, in accordance with Section 2905(b)(4) of the Base Closure Act, as amended by Section 2821 of the Defense Authorization Act for Fiscal Year 2000, Pub. L. No. 106-65 (1999), and the implementing regulations of the Department of Defense (32 CFR Parts 90 and 91), FORA executed an economic development conveyance agreement and acquired portions of the former Fort Ord consisting of approximately five thousand two hundred (5,200) acres of land, including all buildings, personal property, appurtenances, rights-of-way, and drainage areas upon and subject to the terms and conditions of a June 23, 2000 Memorandum of Agreement with the United States of America ("EDC Agreement").

WHEREAS, the EDC Agreement provided for transfers of property in accordance with the Army's clean-up schedule. Subsequent to the EDC Agreement execution, FORA and the local communities decided to pursue an early transfer process pursuant to Title 42 United States Code, section 9620(h)(3)(C) in order to expedite the property transfers and ultimate reuse and economic recovery for the communities affected by the Fort Ord closure.

WHEREAS, in furtherance of the early transfer process, the Army, with the approval of the EPA Administrator and the concurrence of the Governor of California, transferred title of 3,337 acres of munitions impacted Fort Ord property by quitclaim deed to FORA before all action to protect human health and the environment had been completed. Concurrent with this transfer without the otherwise required CERCLA covenant mandated by Title 42 United States Code, section 9620 (h)(3), FORA accepted title and agreed to perform the Army's environmental remediation with funding from the Army. Excluded from FORA's performance obligation are matters related to the groundwater at the former Fort Ord, as well as other Army responsibilities enumerated in the ESCA and elsewhere.

WHEREAS, in 2007 an *"Administrative Order on Consent ("AOC")* [Docket No. R9-2007-003] [was] *entered into voluntarily by the United States Environmental Protection Agency ("EPA"), the California Department of Toxic Substances Control ("DTSC"), and the Fort Ord Reuse Authority. The AOC concerns the preparation and performance of potential removal actions, one or more remedial investigations and feasibility studies ("RI/FS") and one or more remedial designs and remedial actions ("RD/RA") for contaminants present on portions of the former Fort Ord located at Monterey, California ("Site") and the reimbursement for future response costs incurred by EPA and DTSC in connection with such CERCLA response actions.".*

WHEREAS, in 2007 the Army executed an amendment to the Federal Facilities Agreement.

WHEREAS, in 2007 the Army and FORA executed an Environmental Services Cooperative Agreement W9128F 07 2-0l62 ("ESCA") under the authority of Title 10 United States Code, Section 2701(d) - Environmental Restoration Program (10 U.S.C. 2701) whereby FORA would perform the Army's environmental responsibilities as the Army Response Action Contractor pursuant to Title 42 United States Code, section 9619, with the Army providing funding to perform these services.

WHEREAS, the ESCA has been amended several times, the ESCA Mod 9 amendment in 2017 which provided approximately $6.8 million for Regulatory Oversight Through31 December 2019, FORA ESCA Administrative costs during the EPA/DTSC remedial-completion documentation, property transfer process through 30 June 2020 and to perform the required long-term land management tasks, including Munitions and Explosives of Concern ("MEC") Find Assessments, inspections, enforcement, monitoring and reporting through June 30, 2028.

ESCA Mod. Number	ESCA Contract Line Item Number (CLIN) and Description	Expiration Date	Amount
MOD 09	CLIN 02 – Department of Toxic Substance Control (DTSC) and United States EPA Technical Oversight Services	31 Dec. 2019	$745,913
	CLIN 03 – FORA ESCA Administrative Funds	30 June 2020	$1,865,848
	CLIN 04 – Post-Closure MEC Find Assessments	30 June 2028	$528,651
	CLIN 05 – Long Term/LUCs Management	30 June 2028	$3,705,792
		Totals	**$6,846,204**

WHEREAS, due to changes and delays in the transfer of properties, modifications were made to the ESCA grant leaving post-June 30, 2020 funds available are ESCA CLIN 0004 Post Closure MEC Find Assessments $528,651 and ESCA CLIN 0005 for Long-Term Management and Land Use Control (LUC) management are $3,705,792 (Totaling $4,234,443 available from June 30, 2020 through June 30, 2028):

ESCA Mod. Number	ESCA Contract Line Item Number (CLIN) and Description	Expiration Date	Amount
MOD 09	CLIN 04 – Post-Closure MEC Find Assessments	30 June 2028	$528,651
	CLIN 05 – Long Term/LUCs Management	30 June 2028	$3,705,792
		Totals	**$4,234,443**

WHEREAS, in 2018 FORA adopted a Transition Plan as required by State Law that specifies that FORA engage the Successor-in-Interest ("Successor") provisions of the ESCA contract.

WHEREAS, the Successor assumes responsibility and will be tasked with performing the remaining LTOs under the ESCA, including the recent amendment. It is assumed that all work under the previous $98,000,000 contract will have been accomplished prior to FORA's dissolution as evidenced by the 2019 EPA Remedial Action Completion letters, per AOC Section XVII, Certification of Completion, housed in the Army Administrative Record located at: http://fortordcleanup.com/documents/administrative-record/.

WHEREAS, the City of Seaside is prepared, subject to funding, to assume ESCA responsibility and attendant local reuse authority status, including the execution of the AOC in order to complete the ESCA obligations and any property-related transfer actions required after June 30, 2020.

****

NOW, THEREFORE, the Parties agree as follows:

1. Incorporation of Recitals. The above recitals are hereby incorporated herein by reference.

2. Acknowledgement. FORA agrees to acknowledge Seaside as the ESCA Successor-In-Interest under the 2018 Transition Plan, and nominate Seaside to the Department of Defense as the LRA Successor.

3. Insurance Policies. FORA will request the transfer of its two pollution legal liability insurance policies and limits to Seaside. FORA shall also transfer any self-insured retention funds to Seaside to be used exclusively for ESCA and claims-related obligations. Seaside acknowledges that these insurance policies will expire in 2022 and 2024, respectively, and that Seaside's designation will be subject to approval by the insurers. Seaside's successful designation through December 31, 2024 is a condition precedent to becoming FORA's ESCA successor. Pollution legal liability insurance will be required by the ESCA from 1 January 2025 through no earlier than 30 June 2028, a requirement to be funded by the Army.

4. ESCA LTO Program Evidence of Fiduciary and Technical Capability. FORA agrees to provide technical and/or financial assistance to Seaside to meet the terms required by the Army, EPA, and DTSC that the Successor be a single entity and demonstrate technical and financial competence to complete the work.

5. ESCA records and contracts funds. FORA and Seaside shall establish a mechanism for transfer of all ESCA records, back-up documents, computer files and accounting records, and contract funds to Seaside for meeting FORA's ESCA obligations.

6. Technical Assistance. FORA agrees to request the Army extend the funding expiration date on any remaining ESCA funds (not dedicated to Post-Closure MEC Find Assessments and Long Term/LUCs Management) for Seaside to provide technical assistance and funding to complete the ESCA transfer process through June 30, 2020, including specialized legal, drafting and other staff or contract support. FORA agrees to establish and fund a pool of monies to support Seaside's assumption of responsibilities and obligations of the EDC Agreement.

7. Obligations. FORA agrees to nominate and Seaside agrees to assume the Federal local redevelopment authority "LRA" designation and the remaining reporting, monitoring, and stewardship or other identified responsibilities associated with (i) the FORA-Army 2007 ESCA, as FORA's Successor through the end of the ESCA Contract June 30, 2028 in order to complete property transfers and the ESCA to the extent that ESCA performance does not obligate or put at risk Seaside's municipal non-ESCA funds, and (ii) the EDC Agreement, as FORA's successor. Exhaustion or unavailability of ESCA funds with which to compensate Seaside for the performance of ESCA obligations will constitute a force majeure under the ESCA and the AOC, thereby relieving Seaside of its responsibility to perform FORA's surviving ESCA obligations.

8. ESCA LTO Program Evidence of Fiduciary and Technical Capability. Seaside agrees to provide evidence of its fiduciary and technical capability to comply with the terms of the ESCA and manage the contract financial assets with associated invoicing and reporting responsibilities, to assure the Army, EPA and DTSC of continued ESCA fiduciary capability.

Seaside agrees to assume FORA's ESCA Long Term Obligations Management Program, as approved by the US Army, EPA and DTSC, and:

i. Personnel. Hire (2) full-time qualified staff to manage ESCA as required under the contract provisions as currently amended through 2028, but with allowances for indirect administrative overhead to assure the Army, EPA and DTSC of continued ESCA technical capacity.

ii. ESCA Long-Term Obligation Support Services Contract. Enter into Support Services Contracts through 2028 with specialists Arcadis, Weston Solutions, Inc. and Westcliffe Engineers, Inc. (or other qualified vendors), including allowances for indirect administrative overhead to assure the Army, EPA and DTSC of continued ESCA technical capacity.

iii. Representation. Contract with Counsel reasonably qualified on environmental issues with experience in working with state and federal entities (Army, EPA and DTSC) for review and compliance as noted in the ESCA and the AOC.

iv. No Obligation of Other Entities. Monterey Peninsula Community College District, the Board of Trustees of the California State University (on behalf of the Monterey Bay campus), the County of Monterey, the Cities of Del Rey Oaks, Marina and Monterey, the Marina Coast Water District (hereinafter collectively "Grantees"), will not be a party to the ESCA, and will not bear any financial liability as a result of the ESCA.

9. Coordination with other Entities. Seaside agrees to enter into agreements with the Grantees for the property transfers and other necessary property-related rights to effectuate the reuse and the oversight, reporting, response, and other long-term stewardship obligations listed in and consistent with (a) the ESCA through 2028 on behalf of the Army, and (b) the EDC Agreement.

i. Water Rights Allocations. Until such time as such allocations may be amended by agreements, Seaside agrees to honor and abide by the water rights' allocations set forth in Exhibit A attached hereto, for Government Water Rights as defined in Subsection 5.02 of the EDC Agreement, that may be released by the Government in the future, subject to compliance with all applicable laws.

ii. Wastewater Discharge Rights. Until such time as such allocations may be amended by future agreements, Seaside agrees to establish and apply, in consultation with Grantees, pursuant to Section 5.04 of the EDC Agreement, a fair process to ensure that all Grantees will enjoy equitable utilization of

Wastewater Discharge Rights that may be released by the Government in the future, subject to compliance with all applicable laws.

iii. Creates No Land-Use Authority. Nothing in this Agreement, nor Seaside's designation as the local redevelopment authority or as FORA's successor under the ESCA or EDC Agreement creates in Seaside any land-use decision-making authority with respect to any land not within Seaside's City limits. Further, Seaside shall not require that any land-use decisions of other entities be in compliance with the Fort Ord Base Reuse Plan.

iv. Seaside shall not require payment of any sale or lease proceeds or revenues (or the equivalent use of property such as licenses, permits, concession agreements etc.), from other entities for the transfer of property, water rights, or wastewater discharge rights received from the Army pursuant to the EDC Agreement.

10. ESCA Amendment. The parties agree to work cooperatively to successfully receive Army, EPA and DTSC concurrence that Seaside is the formal ESCA Successor and execute the ESCA upon review and approval of terms and conditions. Seaside agrees to execute an ESCA Agreement and to comply to comply with the U.S. Army Corps of Engineers ("USACE") oversight and grant management requirements for funding to Seaside under the ESCA terms, provided however, that the Successor activities are fully funded, including without limitation provision for PLL insurance coverage, funding shall be provided from January 1, 2024 through June 30, 2028 or the completion of the ESCA obligations. Seaside will not pay for Regulatory Oversight unless it is a reimbursement funded by the Army through the end of the ESCA obligations.

11. Administrative Order on Consent. The parties agree to work cooperatively to successfully receive EPA and DTSC approval that Seaside is the formal Successor to execute an AOC upon review of terms and conditions.

12. Amendment. This Agreement or any provision hereof may be changed, waived, or terminated only by a statement in writing signed by the Party against which such change, waiver or termination is sought to be enforced.

13. No Waiver. No delay in enforcing or failing to enforce any right under this Agreement will constitute a waiver of such right. No waiver of any default under this Agreement will operate as a waiver of any other default or of the same default on a future occasion.

14. Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this Agreement are to any extent declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, the Parties agree to amend the terms in a reasonable manner to achieve the intention of the Parties without invalidity. If the terms cannot be amended, the invalidity of one or several terms will not affect the validity of the Agreement as a whole, unless the invalid terms are of such essential importance to this

Agreement that it can be reasonably assumed that the Parties would not have contracted this Agreement without the invalid terms. In such case, the Party affected may terminate this Agreement by written notice to the other Party without prejudice to the affected Party's rights in law or equity.

15. Entire Agreement. This Agreement is intended by the Parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms and conditions thereof. Acceptance of or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing Party had knowledge of the nature of the performance and opportunity for objection.

16. Choice of Law. This Agreement will be construed in accordance with the laws of the State of California.

17. Further Assurances. Each Party agrees to execute and deliver all further instruments and documents and take all further action that may be reasonably necessary to complete performance of its obligations hereunder and otherwise to effectuate the purposes and intent of this Agreement.

18. Headings. The headings of the sections hereof are inserted for convenience only and shall not be deemed a part of this Agreement.

19. Notices. Any notice, demand, offer, or other written instrument required or permitted to be given pursuant to this Agreement shall be acknowledged by the Party giving such notice, and shall to the extent reasonably practicable be sent by hand delivery, and if not reasonably practicable to send by hand delivery, then by telecopy, overnight courier, electronic mail, or registered mail, in each case to the other Party at the address for such Party set forth below (Note: A Party may change its place of notice by a notice sent to all other Parties in compliance with this section):

City of Seaside Attn: City Manager 440 Harcourt Avenue Seaside, CA 93955	Fort Ord Reuse Authority Attn: Executive Officer 920 2nd Avenue, Suite A Marina, CA 93933

w/ an email copy to cityattorney@ci.seaside.ca.us

20. Term of Agreement: This Agreement shall be effective on the Effective Date specified at the beginning of the Agreement and shall remain in effect unless and until terminated by mutual agreement of the Parties or upon the legal dissolution of the Fort Ord Reuse Authority, provided, however, that this Agreement shall survive as to the Grantees who are third party beneficiaries of this Agreement as set forth in paragraph 22, for so long as Seaside remains the successor LRA.

21. Authorization. Each party affirms that it is fully authorized to enter into this Agreement. The Seaside City Manager is designated on behalf of Seaside, subject to

review and approval of documents by the Seaside City Attorney, to enter into the terms and conditions of this Agreement, the AOC and the ESCA and sign related ESCA and AOC reporting and financial documents.

22. Third-Party Rights. The Grantees are intended to be third-party beneficiaries of this Agreement as it relates to future transfers of property, water rights, and wastewater discharge rights pursuant to the EDC Agreement, and shall have the right to enforce the provisions hereof as if they were direct parties hereto. Nothing in this Agreement is intended to confer upon any individual or entity, other than the Parties and the above-identified third-party beneficiaries, any rights or remedies whatsoever.

IN WITNESS WHEREOF, each Party has executed the Agreement with the approval of its governing body as of the date first written above.

CITY OF SEASIDE:

Date: 2/21/20

Craig Malin
City Manager

APPROVED AS TO FORM:

CITY ATTORNEY

FORT ORD REUSE AUTHORITY:

Date: 2/21/20

Joshua Metz Executive Officer

APPROVED AS TO FORM:

AUTHORITY COUNSEL

EXHIBIT A

Current Water Allocations & Percentage-based Allocations of Future Army Water*

	Current Water Allocations in Acre Feet	**Allocation of Future Army Water Based on Percentage of Current Water Allocation**
City of Marina	1340	**29%**
City of Monterey	65	**1%**
City of Seaside	1012.5	**22%**
County of Monterey	720	**15%**
CSUMB	1035	**22%**
City of Del Rey Oaks	242.5	**5%**
CA State Parks	44.5	**1%**
UCMBEST	230	**5%**

*In the unlikely event of availability of additional water from the US Army it would be distributed following the percentage-based allocation provided above. These allocations reflect previously agreed upon water distribution as per FORA Board Resolution No. 07-1 (potable water), and are consistent with the Marina Coast Water District Urban Water Management Plan (2105). They also incorporate the Memorandum of Understanding between the County of Monterey, the City of Seaside, and the FORA allocating 10 acre-feet (af) to the Central Coast Veterans Cemetery (2009), and includes the transference of 15 af to the City of Marina for Veterans Transition Center housing (effective Nov 20, 2017).

OFFICE OF THE UNDER SECRETARY OF DEFENSE
3000 DEFENSE PENTAGON
WASHINGTON, DC 20301-3000

ACQUISITION
AND SUSTAINMENT

Mr. Joshua Metz
Executive Officer
Fort Ord Redevelopment Authority
920 2nd Avenue, Suite A
Marina, CA 93933

Mr. Craig Malin
City Manager
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

Dear Mr. Metz and Mr. Malin:

On behalf of the Secretary of Defense and pursuant to the Defense Base Closure and Realignment Act of 1990, as amended, this letter serves as recognition of the City of Seaside as the successor Local Redevelopment Authority with an effective date of July 1, 2020, for the purposes of implementing the Economic Development Conveyance Agreement with the U.S. Army at the former Fort Ord.

Questions pertaining to this recognition or requests for assistance to guide your implementation activity may be directed to Ms. Liz Chimienti, Office of Economic Adjustment Project Manager, at (703) 901-7644.

Sincerely,

Patrick J. O'Brien
Director
Office of Economic Adjustment

cc:
DASA(IH&P)

In Witness whereof, the Parties, intending to be legally bound, have caused their duly authorized representatives to execute and deliver this Amendment No. 8 as of the date first above written.

UNITED STATES OF AMERICA,

By: _____
Raul D. Cramer
Deputy Assistant Secretary of the Army
(Installations, Housing & Partnerships)

FORT ORD REUSE AUTHORITY

By: _____
Joshua Metz
FORA Executive Officer

The City of Seaside Acknowledges, Accepts, and Agrees to the Assignment of Rights, Obligations, and Interests under the Agreement:

THE CITY OF SEASIDE, CALIFORNIA

By: _____
Craig Malin
City Manager

ACKNOWLEDGEMENT

COMMONWEALTH OF VIRGINIA)
)
COUNTY OF ARLINGTON)

I, ANAH A GUZMAN, a Notary Public in and for the Commonwealth of Virginia, do hereby certify that this the 16th day of June, 2020, Paul D. Cramer, Deputy Assistant Secretary of the Army (Installations, Housing and Partnerships), known to me or proven through satisfactory evidence of identity to be the person whose name is subscribed to the foregoing document, appeared in person and acknowledged before me that the signature on the document was voluntarily affixed by him for the purpose herein stated and that he had due authority to sign the document in the capacity therein stated.

WITNESS my hand and official seal

Notary Public, Commonwealth of Virginia

CW3 ANAH A GUZMAN
US ARMY

Notary Registration No. N/A

My Commission expires the ~~_____ day of _____, 20__~~

INDEFINITE

JOINT COMMUNITY FACILITIES AGREEMENT

This Joint Community Facilities Agreement (this "**Agreement**") is made by and between the Fort Ord Reuse Authority ("**FORA**") and the County of Monterey, California (the "**Participating Agency**") with reference to the following facts and objectives.

A. In 2002, FORA established the Fort Ord Reuse Authority Basewide Community Facilities District (the "**CFD**"), pursuant to the Mello-Roos Community Facilities Act of 1982 (California Government Code Section 53311 *et seq.*), as amended (the "**Act**") for the purpose of collecting special taxes under the Act to finance, among other things, the construction of certain roadway improvements, transit improvements, water and storm drain improvements, other public facilities, and for costs related to habitat management within the CFD or otherwise incident to or required by reason of the development of property within or adjacent to the CFD, all as more particularly described in that Notice of Special Tax Lien recorded on May 22, 2002 as Document No. 2002048932 in the office of the County Recorder of the County of Monterey, California. FORA subsequently earmarked a portion of the special taxes so collected to finance the services described in Exhibit A attached hereto and incorporated herein by this reference (the "**Habitat-Related Services**"), resulting in accumulated funds having an approximate aggregate current unexpended balance of $17,000,000 (the "**Habitat Funds**").

B. FORA is scheduled to terminate on June 30, 2020 ("**FORA's Termination Date**") in accordance with the Fort Ord Reuse Authority Act (California Government Code Section 67650 *et seq.*), as amended. This Agreement is necessary to provide for the orderly transition of governmental finances in connection with the termination of FORA. Prior to FORA's Termination Date, FORA plans to allocate, divide, and distribute to each of the Participating Agency and certain other public entities having habitat management responsibilities within the former Fort Ord and which enter into a joint community facilities agreement with FORA a portion of the then unexpended Habitat Funds in accordance with the formula set forth in Exhibit B attached hereto and incorporated herein by this reference. The Participating Agency's allocated portion of such unexpended Habitat Funds may be referred to herein as the "**Allocated Funds**."

C. The parties hereto expect that the Participating Agency will provide Habitat-Related Services, particularly those that pertain to real property within the Participating Agency's territorial limits (the "**Covered Services**"). The parties acknowledge that such real property within the unincorporated area of the County may include real property under the authority and control of another public entity, such as, for example, real property under the jurisdiction of a public educational institution. The term "Covered Services" includes Habitat Related Services that pertain to such property.

D. FORA and the Participating Agency now desire to enter into this Agreement to satisfy the requirements of Section 53316.2 of the Act and to memorialize their understanding with respect to the use of that portion of the Habitat Funds allocated to the Participating Agency for its use in connection with the provision of the Covered Services, all as more particularly set forth below.

NOW, THEREFORE, based on the foregoing and in consideration of the mutual terms, covenants and conditions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Delivery and Segregation of Allocated Funds. Prior to FORA's Termination Date, FORA shall deliver the Allocated Funds to the Participating Agency. The Allocated Funds, together with any earnings thereon, shall be held by the Participating Agency in an account separate and apart from any other account maintained by the Participating Agency (the "**Allocated Funds Account**"). Funds in the Allocated Funds Account shall be used exclusively for payment of the costs of the Covered Services. The Participating Agency may elect to transfer a portion of the Allocated Funds to another public entity having habitat management responsibilities within the former Fort Ord (**"Transferee Public Entity"**), provided that the Participating Agency and Transferee Public Entity enter into a written agreement requiring the Transferee Public Entity to use the Allocated Funds only for Habitat Related Services and to hold the Allocated Funds in an account separate and apart from the any other account maintained by the Transferee Public Entity. Other than by providing the Allocated Funds, FORA shall have no obligation to pay for any of the costs of the Covered Services. It will be the responsibility of the Participating Agency, in the exercise of its discretion, to address, pay, arrange for the payment or equivalent or reduce, any costs of the Covered Services in excess of the funds available in the Allocated Funds Account.

Section 2. Habitat Management. Following FORA's Termination Date, the Participating Agency shall be solely responsible for carrying out any habitat management or other similar requirements associated with the Covered Services.

Section 3. Limited Obligations. All obligations of FORA under and pursuant to this Agreement shall be limited to the amounts it provides for deposit into the Allocated Funds Account. No member of FORA's board of directors or any officer, employee, representative, or agent of FORA shall in any event be personally liable hereunder.

Section 4. Term. The term of this Agreement shall begin on the full signing of this Agreement by the parties and continue until FORA's Termination Date; provided, however, that the Participating Agency's obligations hereunder shall remain in full force and effect until the exhaustion of all amounts in the Allocated Funds Account by proper expenditure thereof by the Participating Agency to pay the costs of the Covered Services. All rights and obligations hereunder that by their nature are to be performed after any expiration or termination of this Agreement shall survive any such expiration or termination.

Section 5. Agreement of Public Benefit. By their respective approvals of this Agreement, FORA and the Participating Agency have each declared and hereby confirm that this Agreement is beneficial to the residents within the jurisdiction of their respective entities in assuring the provision of financing for a portion of the costs of the Covered Services in furtherance of the purposes of the Act.

Section 6. Partial Invalidity. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

Section 7. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto

Section 8. Third-Party Beneficiaries. In order to provide a mechanism for enforcement of the Participating Agency's accounting obligations under this Agreement after FORA's Termination Date, the Cities of Del Rey Oaks, Marina, Monterey and Seaside are each hereby made an intended third-party beneficiary of this Agreement.

Section 9. Amendment. This Agreement may be amended at any time but only in writing signed by each party hereto.

Section 10. Cooperation. Each of the parties agrees to use reasonable and good faith efforts to take, or cause to be taken, all action to do, or cause to be done, and to assist and cooperate with any and all other parties in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated by this Agreement including signing, acknowledging, and delivering any instruments and documents as may be necessary, expedient, or proper, to carry out the intent and purpose of this Agreement.

Section 11. Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the matters provided for herein and supersedes all prior agreements and negotiations between the parties hereto with respect to the subject matter of this Agreement.

Section 12. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California applicable to contracts made and performed in such State.

Section 13. Interpretation. This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

Section 14. Execution in Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same complete instrument. The signature page of each counterpart may be detached from such counterpart and attached to a single document which shall for all purposes be treated as an original. Faxed, photocopied or e-mailed signatures shall be deemed originals for all purposes. This Agreement shall be effective as to each party when that party has executed and delivered a counterpart hereof.

Section 15. Authority. Each party represents and warrants to the other that it is authorized to execute, deliver and perform this Agreement, and the terms and conditions hereof are valid and binding obligations of the party making this representation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written beneath their respective signatures below.

FORT ORD REUSE AUTHORITY

By: _____
Josh Metz,
Executive Officer

Dated: June 26, 2020

ATTEST:

_____
Clerk of the Board

APPROVED AS TO FORM:

_____
Jon Giffen,
Authority Counsel

COUNTY OF MONTEREY

By: _____
Chris Lopez, Chair
Monterey County Board of Supervisors

Dated: June 16, 2020

ATTEST:

_____
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

_____
Wendy Strimling,
Assistant County Counsel

EXHIBIT A

DESCRIPTION OF THE HABITAT-RELATED SERVICES

Habitat-Related Services consist of "Habitat Management" within or in the vicinity of the CFD, or otherwise incident to or required by reason of development of the property within and adjacent to the CFD.

In accordance with the Notice of Special Tax Lien referenced in Recital A of this Agreement, "Habitat Management" includes expenditures for, without limitation, all of the following but only as they relate to managing the habitat within the CFD boundaries: all work and activities to study, review environmental impacts and mitigation measures, planning and design, and all work to construct and install the improvements, including (as applicable) but not limited to, acquisition of right of way and land, soils testing, mobilization, permits, plan check and inspection fees, legal and overhead costs, clearing, grubbing, coordination and supervision costs, tree removal, environmental mitigation actions, grading, protective fencing and erosion control, trenching (including shoring and backfill), base and finish paving and pavement restoration, curbs, gutters and sidewalks, signage, and striping, signalization, landscaping and irrigation, lighting, relocation of existing facilities and improvements which are in existence and are to be retained in a different location, and related appurtenances. "Habitat Management" also includes administrative fees and expenses, and any other costs described in Section 53317(e) of the Mello-Roos Act and not specifically listed above.

EXHIBIT B

FORMULA FOR ALLOCATION OF UNEXPENDED HABITAT FUNDS

County of Monterey	79.9%
City of Marina	7.9%
City of Seaside	7.4%
City of Del Rey Oaks	4.5%
City of Monterey	0.3%
TOTAL	100%

JOINT COMMUNITY FACILITIES AGREEMENT

This Joint Community Facilities Agreement (this "**Agreement**") is made by and between the Fort Ord Reuse Authority ("**FORA**") and the City of Marina, California (the "**Participating Agency**") with reference to the following facts and objectives.

A. In 2002, FORA established the Fort Ord Reuse Authority Basewide Community Facilities District (the "**CFD**"), pursuant to the Mello-Roos Community Facilities Act of 1982 (California Government Code Section 53311 *et seq.*), as amended (the "**Act**") for the purpose of collecting special taxes under the Act to finance, among other things, the construction of certain roadway improvements, transit improvements, water and storm drain improvements, other public facilities, and for costs related to habitat management within the CFD or otherwise incident to or required by reason of the development of property within or adjacent to the CFD, all as more particularly described in that Notice of Special Tax Lien recorded on May 22, 2002 as Document No. 2002048932 in the office of the County Recorder of the County of Monterey, California. FORA subsequently earmarked a portion of the special taxes so collected to finance the services described in Exhibit A attached hereto and incorporated herein by this reference (the "**Habitat-Related Services**"), resulting in accumulated funds having an approximate aggregate current unexpended balance of $17,000,000 (the "**Habitat Funds**").

B. FORA is scheduled to terminate on June 30, 2020 ("**FORA's Termination Date**") in accordance with the Fort Ord Reuse Authority Act (California Government Code Section 67650 *et seq.*), as amended. This Agreement is necessary to provide for the orderly transition of governmental finances in connection with the termination of FORA. Prior to FORA's Termination Date, FORA plans to allocate, divide, and distribute to each of the Participating Agency and certain other public entities having habitat management responsibilities within the former Fort Ord and which enter into a joint community facilities agreement with FORA a portion of the then unexpended Habitat Funds in accordance with the formula set forth in Exhibit B attached hereto and incorporated herein by this reference. The Participating Agency's allocated portion of such unexpended Habitat Funds may be referred to herein as the "**Allocated Funds**."

C. The parties hereto expect that the Participating Agency will provide some of the Habitat-Related Services, particularly those that pertain to real property within the Participating Agency's territorial limits (the "**Covered Services**").

D. FORA and the Participating Agency now desire to enter into this Agreement to satisfy the requirements of Section 53316.2 of the Act and to memorialize their understanding with respect to the use of that portion of the Habitat Funds allocated to the Participating Agency for its use in connection with the provision of the Covered Services, all as more particularly set forth below.

NOW, THEREFORE, based on the foregoing and in consideration of the mutual terms, covenants and conditions contained in this Agreement and for other good and

valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Delivery and Segregation of Allocated Funds. Prior to FORA's Termination Date, FORA shall deliver the Allocated Funds to the Participating Agency. The Allocated Funds, together with any earnings thereon, shall be held by the Participating Agency in an account separate and apart from any other account maintained by the Participating Agency (the "**Allocated Funds Account**"). Funds in the Allocated Funds Account shall be used exclusively for payment of the costs of the Covered Services. Other than by providing the Allocated Funds, FORA shall have no obligation to pay for any of the costs of the Covered Services. It will be the responsibility of the Participating Agency to pay, or arrange for the payment of, any costs of the Covered Services in excess of the funds available in the Allocated Funds Account.

Section 2. Mitigation Monitoring and Reporting. Following FORA's Termination Date, the Participating Agency shall be solely responsible for carrying out any mitigation monitoring and reporting or other similar requirements associated with the Covered Services.

Section 3. Limited Obligations. All obligations of FORA under and pursuant to this Agreement shall be limited to the amounts it provides for deposit into the Allocated Funds Account. No member of FORA's board of directors or any officer, employee, representative, or agent of FORA shall in any event be personally liable hereunder.

Section 4. Term. The term of this Agreement shall begin on the full signing of this Agreement by the parties and continue until FORA's Termination Date; provided, however, that the Participating Agency's obligations hereunder shall remain in full force and effect until the exhaustion of all amounts in the Allocated Funds Account by proper expenditure thereof by the Participating Agency to pay the costs of the Covered Services. All rights and obligations hereunder that by their nature are to be performed after any expiration or termination of this Agreement shall survive any such expiration or termination.

Section 5. Agreement of Public Benefit. By their respective approvals of this Agreement, FORA and the Participating Agency have each declared and hereby confirm that this Agreement is beneficial to the residents within the jurisdiction of their respective entities in assuring the provision of financing for a portion of the costs of the Covered Services in furtherance of the purposes of the Act.

Section 6. Partial Invalidity. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

Section 7. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto

Section 8. Third-Party Beneficiaries. In order to provide a mechanism for enforcement of the Participating Agency's obligations under this Agreement after FORA's

Termination Date, the County of Monterey and the Cities of Del Rey Oaks, Monterey, and Seaside are each hereby made an intended third-party beneficiary of this Agreement.

Section 9. Amendment. This Agreement may be amended at any time but only in writing signed by each party hereto.

Section 10. Cooperation. Each of the parties agrees to use reasonable and good faith efforts to take, or cause to be taken, all action to do, or cause to be done, and to assist and cooperate with any and all other parties in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated by this Agreement including signing, acknowledging, and delivering any instruments and documents as may be necessary, expedient, or proper, to carry out the intent and purpose of this Agreement.

Section 11. Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the matters provided for herein and supersedes all prior agreements and negotiations between the parties hereto with respect to the subject matter of this Agreement.

Section 12. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California applicable to contracts made and performed in such State.

Section 13. Interpretation. This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

Section 14. Execution in Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same complete instrument. The signature page of each counterpart may be detached from such counterpart and attached to a single document which shall for all purposes be treated as an original. Faxed, photocopied or e-mailed signatures shall be deemed originals for all purposes. This Agreement shall be effective as to each party when that party has executed and delivered a counterpart hereof.

Section 15. Authority. Each party represents and warrants to the other that it is authorized to execute, deliver and perform this Agreement, and the terms and conditions hereof are valid and binding obligations of the party making this representation.

[*signatures appear on following page(s)*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written beneath their respective signatures below.

FORT ORD REUSE AUTHORITY

By: _____
Josh Metz,
Executive Officer

Dated: 6/24/20, 2020

ATTEST:

_____
Clerk of the Board

APPROVED AS TO FORM:

_____
Jon Giffen,
Authority Counsel

CITY OF MARINA

By: _____
Layne Long,
City Manager

Dated: JUNE 23, 2020

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Robert Rathie,
Assistant City Attorney

EXHIBIT A

DESCRIPTION OF THE HABITAT-RELATED SERVICES

Habitat Management within or in the vicinity of the CFD, or otherwise incident to or required by reason of development of the property within and adjacent to the CFD.

For the purposes of this Agreement, "**Habitat Management**" includes, without limitation, all work and activities to study and review environmental impacts and mitigation measures, as well as legal and overhead costs pertaining thereto.

EXHIBIT B

FORMULA FOR ALLOCATION OF UNEXPENDED HABITAT FUNDS

County of Monterey	79.9%
City of Marina	7.9%
City of Seaside	7.4%
City of Del Rey Oaks	4.5%
City of Monterey	0.3%
TOTAL	100%

JOINT COMMUNITY FACILITIES AGREEMENT

This Joint Community Facilities Agreement (this "**Agreement**") is made by and between the Fort Ord Reuse Authority ("**FORA**") and the City of Seaside, California (the "**Participating Agency**") with reference to the following facts and objectives.

A. In 2002, FORA established the Fort Ord Reuse Authority Basewide Community Facilities District (the "**CFD**"), pursuant to the Mello-Roos Community Facilities Act of 1982 (California Government Code Section 53311 *et seq.*), as amended (the "**Act**") for the purpose of collecting special taxes under the Act to finance, among other things, the construction of certain roadway improvements, transit improvements, water and storm drain improvements, other public facilities, and for costs related to habitat management within the CFD or otherwise incident to or required by reason of the development of property within or adjacent to the CFD, all as more particularly described in that Notice of Special Tax Lien recorded on May 22, 2002 as Document No. 2002048932 in the office of the County Recorder of the County of Monterey, California. FORA subsequently earmarked a portion of the special taxes so collected to finance the services described in Exhibit A attached hereto and incorporated herein by this reference (the "**Habitat-Related Services**"), resulting in accumulated funds having an approximate aggregate current unexpended balance of $17,000,000 (the "**Habitat Funds**").

B. FORA is scheduled to terminate on June 30, 2020 ("**FORA's Termination Date**") in accordance with the Fort Ord Reuse Authority Act (California Government Code Section 67650 *et seq.*), as amended. This Agreement is necessary to provide for the orderly transition of governmental finances in connection with the termination of FORA. Prior to FORA's Termination Date, FORA plans to allocate, divide, and distribute to each of the Participating Agency and certain other public entities having habitat management responsibilities within the former Fort Ord and which enter into a joint community facilities agreement with FORA a portion of the then unexpended Habitat Funds in accordance with the formula set forth in Exhibit B attached hereto and incorporated herein by this reference. The Participating Agency's allocated portion of such unexpended Habitat Funds may be referred to herein as the "**Allocated Funds**."

C. The parties hereto expect that the Participating Agency will provide Habitat-Related Services, particularly those that pertain to real property within the Participating Agency's territorial limits (the "**Covered Services**").

D. FORA and the Participating Agency now desire to enter into this Agreement to satisfy the requirements of Section 53316.2 of the Act and to memorialize their understanding with respect to the use of that portion of the Habitat Funds allocated to the Participating Agency for its use in connection with the provision of the Covered Services, all as more particularly set forth below.

NOW, THEREFORE, based on the foregoing and in consideration of the mutual terms, covenants and conditions contained in this Agreement and for other good and

valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Delivery and Segregation of Allocated Funds. Prior to FORA's Termination Date, FORA shall deliver the Allocated Funds to the Participating Agency. The Allocated Funds, together with any earnings thereon, shall be held by the Participating Agency in an account separate and apart from any other account maintained by the Participating Agency (the "**Allocated Funds Account**"). Funds in the Allocated Funds Account shall be used exclusively for payment of the costs of the Covered Services. Other than by providing the Allocated Funds, FORA shall have no obligation to pay for any of the costs of the Covered Services. It will be the responsibility of the Participating Agency, in the exercise of its discretion, to address, pay, arrange for the payment or equivalent or reduce, any costs of the Covered Services in excess of the funds available in the Allocated Funds Account.

Section 2. Habitat Management. Following FORA's Termination Date, the Participating Agency shall be solely responsible for carrying out any habitat management or other similar requirements associated with the Covered Services.

Section 3. Limited Obligations. All obligations of FORA under and pursuant to this Agreement shall be limited to the amounts it provides for deposit into the Allocated Funds Account. No member of FORA's board of directors or any officer, employee, representative, or agent of FORA shall in any event be personally liable hereunder.

Section 4. Term. The term of this Agreement shall begin on the full signing of this Agreement by the parties and continue until FORA's Termination Date; provided, however, that the Participating Agency's obligations hereunder shall remain in full force and effect until the exhaustion of all amounts in the Allocated Funds Account by proper expenditure thereof by the Participating Agency to pay the costs of the Covered Services. All rights and obligations hereunder that by their nature are to be performed after any expiration or termination of this Agreement shall survive any such expiration or termination.

Section 5. Agreement of Public Benefit. By their respective approvals of this Agreement, FORA and the Participating Agency have each declared and hereby confirm that this Agreement is beneficial to the residents within the jurisdiction of their respective entities in assuring the provision of financing for a portion of the costs of the Covered Services in furtherance of the purposes of the Act.

Section 6. Partial Invalidity. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

Section 7. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto

Section 8. Third-Party Beneficiaries. In order to provide a mechanism for enforcement of the Participating Agency's accounting obligations under this Agreement after

FORA's Termination Date, the County of Monterey and the Cities of Del Rey Oaks, Marina, and Monterey are each hereby made an intended third-party beneficiary of this Agreement.

Section 9. Amendment. This Agreement may be amended at any time but only in writing signed by each party hereto.

Section 10. Cooperation. Each of the parties agrees to use reasonable and good faith efforts to take, or cause to be taken, all action to do, or cause to be done, and to assist and cooperate with any and all other parties in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated by this Agreement including signing, acknowledging, and delivering any instruments and documents as may be necessary, expedient, or proper, to carry out the intent and purpose of this Agreement.

Section 11. Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the matters provided for herein and supersedes all prior agreements and negotiations between the parties hereto with respect to the subject matter of this Agreement.

Section 12. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California applicable to contracts made and performed in such State.

Section 13. Interpretation. This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

Section 14. Execution in Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same complete instrument. The signature page of each counterpart may be detached from such counterpart and attached to a single document which shall for all purposes be treated as an original. Faxed, photocopied or e-mailed signatures shall be deemed originals for all purposes. This Agreement shall be effective as to each party when that party has executed and delivered a counterpart hereof.

Section 15. Authority. Each party represents and warrants to the other that it is authorized to execute, deliver and perform this Agreement, and the terms and conditions hereof are valid and binding obligations of the party making this representation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written beneath their respective signatures below.

FORT ORD REUSE AUTHORITY

By: _____
Josh Metz,
Executive Officer

Dated: 6/19, 2020

ATTEST:

_____
Clerk of the Board

APPROVED AS TO FORM:

_____
Jon Giffen,
Authority Counsel

CITY OF SEASIDE

By: _____
Craig Malin,
City Manager

Dated: 6/17, 2020

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Sheri Damon,
City Attorney

EXHIBIT A

DESCRIPTION OF THE HABITAT-RELATED SERVICES

Habitat Management within or in the vicinity of the CFD, or otherwise incident to or required by reason of development of the property within and adjacent to the CFD.

For the purposes of this Agreement, "**Habitat Management**" includes, without limitation, all work and activities to study, review environmental impacts and mitigation measures, planning and design, and all work to construct and install the improvements, including (as applicable) but not limited to, acquisition of right of way and land, soils testing, mobilization, permits, plan check and inspection fees, legal and overhead costs, clearing, grubbing, coordination and supervision costs, tree removal, environmental mitigation actions, grading, protective fencing and erosion control, trenching (including shoring and backfill), base and finish paving and pavement restoration, curbs, gutters and sidewalks, signage, and striping, signalization, landscaping and irrigation, lighting, relocation of existing facilities and improvements which are in existence and are to be retained in a different location and related appurtenances, administrative fees and expenses, and any other costs described in Section 53317 of the Mello-Roos Community Facilities Act of 1982 and not specifically listed above only as they relate to managing the habitat within the CFD boundaries.

EXHIBIT B

FORMULA FOR ALLOCATION OF UNEXPENDED HABITAT FUNDS

County of Monterey	79.9%
City of Marina	7.9%
City of Seaside	7.4%
City of Del Rey Oaks	4.5%
City of Monterey	0.3%
TOTAL	100%

JOINT COMMUNITY FACILITIES AGREEMENT

This Joint Community Facilities Agreement (this "**Agreement**") is made by and between the Fort Ord Reuse Authority ("**FORA**") and the City of Del Rey Oaks, California (the "**Participating Agency**") with reference to the following facts and objectives.

A. In 2002, FORA established the Fort Ord Reuse Authority Basewide Community Facilities District (the "**CFD**"), pursuant to the Mello-Roos Community Facilities Act of 1982 (California Government Code Section 53311 *et seq.*), as amended (the "**Act**") for the purpose of collecting special taxes under the Act to finance, among other things, the construction of certain roadway improvements, transit improvements, water and storm drain improvements, other public facilities, and for costs related to habitat management within the CFD or otherwise incident to or required by reason of the development of property within or adjacent to the CFD, all as more particularly described in that Notice of Special Tax Lien recorded on May 22, 2002 as Document No. 2002048932 in the office of the County Recorder of the County of Monterey, California. FORA subsequently earmarked a portion of the special taxes so collected to finance the services described in Exhibit A attached hereto and incorporated herein by this reference (the "**Habitat-Related Services**"), resulting in accumulated funds having an approximate aggregate current unexpended balance of $17,000,000 (the "**Habitat Funds**").

B. FORA is scheduled to terminate on June 30, 2020 ("**FORA's Termination Date**") in accordance with the Fort Ord Reuse Authority Act (California Government Code Section 67650 *et seq.*), as amended. This Agreement is necessary to provide for the orderly transition of governmental finances in connection with the termination of FORA. Prior to FORA's Termination Date, FORA plans to allocate, divide, and distribute to each of the Participating Agency and certain other public entities having habitat management responsibilities within the former Fort Ord and which enter into a joint community facilities agreement with FORA a portion of the then unexpended Habitat Funds in accordance with the formula set forth in Exhibit B attached hereto and incorporated herein by this reference. The Participating Agency's allocated portion of such unexpended Habitat Funds may be referred to herein as the "**Allocated Funds**."

C. The parties hereto expect that the Participating Agency will provide some of the Habitat-Related Services, particularly those that pertain to real property within the Participating Agency's territorial limits (the "**Covered Services**").

D. FORA and the Participating Agency now desire to enter into this Agreement to satisfy the requirements of Section 53316.2 of the Act and to memorialize their understanding with respect to the use of that portion of the Habitat Funds allocated to the Participating Agency for its use in connection with the provision of the Covered Services, all as more particularly set forth below.

NOW, THEREFORE, based on the foregoing and in consideration of the mutual terms, covenants and conditions contained in this Agreement and for other good and

valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Delivery and Segregation of Allocated Funds. Prior to FORA's Termination Date, FORA shall deliver the Allocated Funds to the Participating Agency. The Allocated Funds, together with any earnings thereon, shall be held by the Participating Agency in an account separate and apart from any other account maintained by the Participating Agency (the "**Allocated Funds Account**"). Funds in the Allocated Funds Account shall be used exclusively for payment of the costs of the Covered Services. Other than by providing the Allocated Funds, FORA shall have no obligation to pay for any of the costs of the Covered Services. It will be the responsibility of the Participating Agency to pay, or arrange for the payment of, any costs of the Covered Services in excess of the funds available in the Allocated Funds Account.

Section 2. Mitigation Monitoring and Reporting. Following FORA's Termination Date, the Participating Agency shall be solely responsible for carrying out any mitigation monitoring and reporting or other similar requirements associated with the Covered Services.

Section 3. Limited Obligations. All obligations of FORA under and pursuant to this Agreement shall be limited to the amounts it provides for deposit into the Allocated Funds Account. No member of FORA's board of directors or any officer, employee, representative, or agent of FORA shall in any event be personally liable hereunder.

Section 4. Term. The term of this Agreement shall begin on the full signing of this Agreement by the parties and continue until FORA's Termination Date; provided, however, that the Participating Agency's obligations hereunder shall remain in full force and effect until the exhaustion of all amounts in the Allocated Funds Account by proper expenditure thereof by the Participating Agency to pay the costs of the Covered Services. All rights and obligations hereunder that by their nature are to be performed after any expiration or termination of this Agreement shall survive any such expiration or termination.

Section 5. Agreement of Public Benefit. By their respective approvals of this Agreement, FORA and the Participating Agency have each declared and hereby confirm that this Agreement is beneficial to the residents within the jurisdiction of their respective entities in assuring the provision of financing for a portion of the costs of the Covered Services in furtherance of the purposes of the Act.

Section 6. Partial Invalidity. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

Section 7. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto

Section 8. Third-Party Beneficiaries. In order to provide a mechanism for enforcement of the Participating Agency's obligations under this Agreement after FORA's

Termination Date, the County of Monterey and the Cities of Marina, Monterey, and Seaside are each hereby made an intended third-party beneficiary of this Agreement.

Section 9. Amendment. This Agreement may be amended at any time but only in writing signed by each party hereto.

Section 10. Cooperation. Each of the parties agrees to use reasonable and good faith efforts to take, or cause to be taken, all action to do, or cause to be done, and to assist and cooperate with any and all other parties in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated by this Agreement including signing, acknowledging, and delivering any instruments and documents as may be necessary, expedient, or proper, to carry out the intent and purpose of this Agreement.

Section 11. Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the matters provided for herein and supersedes all prior agreements and negotiations between the parties hereto with respect to the subject matter of this Agreement.

Section 12. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California applicable to contracts made and performed in such State.

Section 13. Interpretation. This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

Section 14. Execution in Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same complete instrument. The signature page of each counterpart may be detached from such counterpart and attached to a single document which shall for all purposes be treated as an original. Faxed, photocopied or e-mailed signatures shall be deemed originals for all purposes. This Agreement shall be effective as to each party when that party has executed and delivered a counterpart hereof.

Section 15. Authority. Each party represents and warrants to the other that it is authorized to execute, deliver and perform this Agreement, and the terms and conditions hereof are valid and binding obligations of the party making this representation.

[*signatures appear on following page(s)*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written beneath their respective signatures below.

FORT ORD REUSE AUTHORITY

By: _____
Josh Metz,
Executive Officer

Dated: June 29, 2020

ATTEST:

_____
Clerk of the Board

APPROVED AS TO FORM:

_____
Jon Giffen,
Authority Counsel

CITY OF DEL REY OAKS

By: _____
Dino Pick,
City Manager

Dated: June 25, 2020

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Alex Lorca,
City Attorney

EXHIBIT A

DESCRIPTION OF THE HABITAT-RELATED SERVICES

Habitat Management within or in the vicinity of the CFD, or otherwise incident to or required by reason of development of the property within and adjacent to the CFD.

For the purposes of this Agreement, "**Habitat Management**" includes, without limitation, all work and activities to study and review environmental impacts and mitigation measures, as well as legal and overhead costs pertaining thereto.

EXHIBIT B

FORMULA FOR ALLOCATION OF UNEXPENDED HABITAT FUNDS

County of Monterey	79.9%
City of Marina	7.9%
City of Seaside	7.4%
City of Del Rey Oaks	4.5%
City of Monterey	0.3%
TOTAL	100%

JOINT COMMUNITY FACILITIES AGREEMENT

This Joint Community Facilities Agreement (this "**Agreement**") is made by and between the Fort Ord Reuse Authority ("**FORA**") and the City of Monterey, California (the "**Participating Agency**") with reference to the following facts and objectives.

A. In 2002, FORA established the Fort Ord Reuse Authority Basewide Community Facilities District (the "**CFD**"), pursuant to the Mello-Roos Community Facilities Act of 1982 (California Government Code Section 53311 *et seq.*), as amended (the "**Act**") for the purpose of collecting special taxes under the Act to finance, among other things, the construction of certain roadway improvements, transit improvements, water and storm drain improvements, other public facilities, and for costs related to habitat management within the CFD or otherwise incident to or required by reason of the development of property within or adjacent to the CFD, all as more particularly described in that Notice of Special Tax Lien recorded on May 22, 2002 as Document No. 2002048932 in the office of the County Recorder of the County of Monterey, California. FORA subsequently earmarked a portion of the special taxes so collected to finance the services described in Exhibit A attached hereto and incorporated herein by this reference (the "**Habitat-Related Services**"), resulting in accumulated funds having an approximate aggregate current unexpended balance of $17,000,000 (the "**Habitat Funds**").

B. FORA is scheduled to terminate on June 30, 2020 ("**FORA's Termination Date**") in accordance with the Fort Ord Reuse Authority Act (California Government Code Section 67650 *et seq.*), as amended. This Agreement is necessary to provide for the orderly transition of governmental finances in connection with the termination of FORA. Prior to FORA's Termination Date, FORA plans to allocate, divide, and distribute to the County of Monterey and the cities of Seaside, Del Rey Oaks, Marina and Monterey, each of which has habitat management responsibilities within the former Fort Ord, and upon each entering into a joint community facilities agreement with FORA, a portion of the then unexpended Habitat Funds in accordance with the formula set forth in Exhibit B attached hereto and incorporated herein by this reference. The Participating Agency's allocated portion of such unexpended Habitat Funds may be referred to herein as the "**Allocated Funds**."

C. The parties hereto expect that the Participating Agency, or its agents or successors, will provide Habitat-Related Services pertaining to real property within the Participating Agency's territorial limits (the "**Covered Services**").

D. FORA and the Participating Agency now desire to enter into this Agreement to satisfy the requirements of Section 53316.2 of the Act and to memorialize their understanding with respect to the use of that portion of the Habitat Funds allocated to the Participating Agency for its use in connection with the provision of the Covered Services, all as more particularly set forth below.

NOW, THEREFORE, based on the foregoing and in consideration of the mutual terms, covenants and conditions contained in this Agreement and for other good and

valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Delivery and Segregation of Allocated Funds. Prior to FORA's Termination Date, FORA shall deliver the Allocated Funds to the Participating Agency. The Allocated Funds, together with any earnings thereon, shall be held by the Participating Agency in an account separate and apart from any other account maintained by the Participating Agency (the "**Allocated Funds Account**"). Funds in the Allocated Funds Account shall be used exclusively for payment of the costs of the Covered Services. Other than by providing the Allocated Funds, FORA shall have no obligation to pay for any of the costs of the Covered Services. It will be the responsibility of the Participating Agency to pay, or arrange for the payment of, any costs of the Covered Services in excess of the funds available in the Allocated Funds Account.

Section 2. Mitigation Monitoring and Reporting. Following FORA's Termination Date, the Participating Agency shall be solely responsible for carrying out any mitigation monitoring and reporting or other similar requirements associated with the Covered Services. The provisions of this Section 2 shall survive the termination or expiration of this Agreement.

Section 3. Limited Obligations. All obligations of FORA under and pursuant to this Agreement shall be limited to the amounts it provides for deposit into the Allocated Funds Account. No member of FORA's board of directors or any officer, employee, representative, or agent of FORA shall in any event be personally liable hereunder.

Section 4. Term. The term of this Agreement shall begin on the full signing of this Agreement by the parties and continue until FORA's Termination Date; provided, however, that the Participating Agency's obligations hereunder shall remain in full force and effect until the exhaustion of all amounts in the Allocated Funds Account by proper expenditure thereof by the Participating Agency to pay the costs of the Covered Services.

Section 5. Agreement of Public Benefit. By their respective approvals of this Agreement, FORA and the Participating Agency have each declared and hereby confirm that this Agreement is beneficial to the residents within the jurisdiction of their respective entities in assuring the provision of financing for a portion of the costs of the Covered Services in furtherance of the purposes of the Act.

Section 6. Partial Invalidity. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

Section 7. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto

Section 8. Third-Party Beneficiaries. In order to provide a mechanism for enforcement of the Participating Agency's obligations under this Agreement after FORA's

Termination Date, the County of Monterey and the Cities of Del Rey Oaks, Marina, and Seaside are each hereby made an intended third-party beneficiary of this Agreement.

Section 9. Amendment. This Agreement may be amended at any time but only in writing signed by each party hereto.

Section 10. Cooperation. Each of the parties agrees to use reasonable and good faith efforts to take, or cause to be taken, all action to do, or cause to be done, and to assist and cooperate with any and all other parties in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated by this Agreement including signing, acknowledging, and delivering any instruments and documents as may be necessary, expedient, or proper, to carry out the intent and purpose of this Agreement.

Section 11. Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the matters provided for herein and supersedes all prior agreements and negotiations between the parties hereto with respect to the subject matter of this Agreement.

Section 12. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California applicable to contracts made and performed in such State.

Section 13. Interpretation. This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

Section 14. Execution in Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same complete instrument. The signature page of each counterpart may be detached from such counterpart and attached to a single document which shall for all purposes be treated as an original. Faxed, photocopied or e-mailed signatures shall be deemed originals for all purposes. This Agreement shall be effective as to each party when that party has executed and delivered a counterpart hereof.

Section 15. Authority. Each party represents and warrants to the other that it is authorized to execute, deliver and perform this Agreement, and the terms and conditions hereof are valid and binding obligations of the party making this representation.

[*signatures appear on following page(s)*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written beneath their respective signatures below.

FORT ORD REUSE AUTHORITY

DocuSigned by:

By: Josh Metz
147FB2058D62469...

Josh Metz,
Executive Officer

Dated: 6/25/2020 | 10:22 AM PDT, 2020

ATTEST:

DocuSigned by:

Harrison Tregenza
E925D58BE9874A8...

Clerk of the Board

APPROVED AS TO FORM:

DocuSigned by:

Jon R. Giffen
7499A00342CC4E5...

Jon Giffen,
Authority Counsel

CITY OF MONTEREY

DocuSigned by:

By: Hans Uslar
6892AD3E4790433...

Hans Uslar,
City Manager

Dated: 6/22/2020 | 9:53 AM PDT, 2020

ATTEST:

DocuSigned by:

ED8453A4F62C4AA...

City Clerk

APPROVED AS TO FORM:

DocuSigned by:

Karin Salameh
B1CAFFA275A6451...

Karin Salameh,
Assistant City Attorney

EXHIBIT A

DESCRIPTION OF THE HABITAT-RELATED SERVICES

Habitat Management within or in the vicinity of the CFD, or otherwise incident to or required by reason of development of the property within and adjacent to the CFD.

For the purposes of this Agreement, "**Habitat Management**" includes, without limitation, all work and activities to study and review environmental impacts and mitigation measures, as well as legal and overhead costs pertaining thereto.

EXHIBIT B

FORMULA FOR ALLOCATION OF UNEXPENDED HABITAT FUNDS

County of Monterey	79.9%
City of Marina	7.9%
City of Seaside	7.4%
City of Del Rey Oaks	4.5%
City of Monterey	0.3%
TOTAL	100%

BUILDING REMOVAL FUNDING AGREEMENT

between the

FORT ORD REUSE AUTHORITY,

and the

CITY OF MARINA, CALIFORNIA

Dated as of June 1, 2020

Relating to:
Fort Ord Reuse Authority
Tax Allocation Bonds,
Series 2020
(Federally Taxable)

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EXHIBIT A – BUILDING REMOVAL COSTS AND RELATED PARCELS

BUILDING REMOVAL FUNDING AGREEMENT

THIS BUILDING REMOVAL FUNDING AGREEMENT (the "Agreement"), dated as of June 1, 2020, is by and between the FORT ORD REUSE AUTHORITY (the "Authority") and the CITY OF MARINA, CALIFORNIA (the "Funding Recipient"), and is related to use by the Funding Recipient of proceeds of the Fort Ord Reuse Authority Tax Allocation Bonds, Series 2020 (Federally Taxable) (the "Bonds").

RECITALS:

WHEREAS, the Authority is issuing the Bonds pursuant to an Indenture of Trust, dated as of June 1, 2020 (the "Indenture"), by and among the Authority, the City of Marina, California, as Administrator and U.S. Bank National Association, as trustee (the "Trustee") in order to fund Building Removal Costs of Building Removal to be undertaken by the Local Agencies, as such capitalized terms are defined in the Indenture; and

WHEREAS, the Funding Recipient is one of the Local Agencies, and the Indenture provides for the deposit of $9,729,683.54 of the proceeds of the Bonds to a Marina Bond Proceeds Account of a Project Fund held by the Trustee on the date of issuance of the Bonds (the "Closing Date") as set forth in Section 3.02(a)(iii) of the Indenture, and to the Marina Bond Proceeds Account of the Project Fund held by the Trustee following the Closing Date (a) and payment of the Termination Payment (as defined in the Indenture) as set forth in Section 3.04(c) of the Indenture, or (b) otherwise released from the Escrow Fund pursuant to Section 3.06 of the Indenture; and

WHEREAS, pursuant to Section 3.04(b) of the Indenture, the Trustee will remit the amount deposited in the Marina Bond Proceeds Account to the Funding Recipient on the Closing Date; and pursuant to Sections 3.04(c) and 3.06 of the Indenture, the Trustee will remit the amount deposited to the Marina Bond Proceeds Account pursuant to Sections 3.05 and 3.06 of the Indenture to the Funding Recipient promptly following the deposit of funds thereto, in each case to be used by the Funding Recipient as provided in this Agreement; and

WHEREAS, the Authority and the Funding Recipient now desire to set forth provisions related to the disposition by the Funding Recipient of the amount transferred to it by the Trustee on the Closing Date.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Recitals. Each of the above recitals as applicable to it is true and correct.

2. Issuance of the Bonds. The Authority hereby agrees to (a) issue the Bonds, (b) cause $9,729,683.54 of the proceeds of the Bonds available to be used by the Local Agencies (as defined in the Indenture) for Building Removal Costs pursuant to Section 3.03(b) of the Indenture to be deposited to the Marina Bond Proceeds Account under the Indenture, and immediately cause the Trustee to transfer $1,167,715.48 of the amount so deposited to the Escrow Interest Account established under the Indenture, and (c) cause the Trustee to remit the remaining amount deposited to the Marina Bond Proceeds Account pursuant to Section 3.02 of the Indenture ($8,561,968.06) to the Funding Recipient on the Closing Date, and any amount

deposited to the Marina Bond Proceeds Account (i) pursuant to Section 3.02(c) of the Indenture (constituting 50.0% of the funds released from the CalPERS Obligation Fund to the Funding Recipient and the City of Seaside after payment of the Termination Payment) to be remitted to the Funding Recipient as provided in Section 3.04(c) of the Indenture, and (ii) pursuant to Section 3.06 of the Indenture (constituting 100% of the funds released from the Escrow Fund to the Marina Bond Proceeds Account to be remitted to the Funding Recipient as provided in Section 3.06 of the Indenture). Notwithstanding the foregoing, this Agreement shall be null and void ab initio if for any reason whatsoever the Authority does not perform its obligations under the preceding sentence prior to its dissolution, and no damages or liability whatsoever shall arise or be incurred by the Authority as a consequence of its failure to perform such obligations. In no event shall the Funding Recipient have a right to compel the issuance of the Bonds.

The Funding Recipient hereby advises that its wire transfer instructions for the transfer of funds provided for in clause (c) of the first sentence of the preceding paragraph will be provided by the Funding Recipient to the Authority, the Administrator and the Trustee prior to the Closing Date for the Bonds.

3. Use of Proceeds. The Funding Recipient hereby agrees to establish an account on its books and records (referred to in this Agreement as the "Building Removal Account") in order to account for its use of the proceeds of the Bonds remitted to it as described in clause (c) of the first sentence of Section 2. Amounts deposited to the Building Removal Account may be comingled with other monies of the Funding Recipient for investment purposes, but the Funding Recipient shall at all times maintain records as to the funds in the Building Removal Account and the investment earnings thereon as provided below.

The Funding Recipient agrees that amounts withdrawn from the Building Removal Account will be used solely to pay costs of the Building Removal Costs, as described in Exhibit A hereto then due and payable by the Funding Recipient, or that have otherwise theretofore been paid by the Funding Recipient after the date of this Agreement. In no event shall the Authority have any responsibility for the use by the Funding Recipient of amounts disbursed from the Building Removal Account, or any Building Removal activities of the Funding Recipient, or for any Building Removal Costs incurred by the Funding Recipient.

The Funding Recipient shall have the sole right to direct the investment of the amounts on deposit in the Building Removal Account. While the Funding Recipient shall have no obligation or liability with respect to any such investment, including any losses with respect thereto, any investment earnings on funds in the Building Removal Account shall be credited to such account and used solely for the purposes thereof as provided in this Section 3.

The Funding Recipient agrees to maintain accounting records relating to the use of amounts disbursed to or upon its order from the Building Removal Account in accordance with Funding Recipient's accounting procedures for similar funds.

In the event that the Funding Recipient determines in its sole discretion that it has funds in the Building Removal Account that it will not expend on Building Removal Costs, it shall remit such amount to the Trustee for deposit in the Surplus Account under the Indenture for disposition from the Surplus Account as provided in the Indenture.

The Authority shall not have any liability or responsibility whatsoever with respect to any Building Removal activities of the Funding Recipient or any Building Removal Costs or other costs incurred for any reason by the Funding Recipient. The Funding Recipient hereby agrees to hold the Authority harmless with respect to any claim by any entity in opposition to the provisions of the preceding sentence.

4. Reimbursement of Administrative Costs. The Funding Recipient hereby agrees to pay, other than from amounts in the Building Removal Account, any and all costs with respect to its review, execution and performance of this Agreement. The Authority shall not have any obligation to pay any costs of the Funding Recipient incurred by it in connection with this Agreement or the Building Removal activities of the Funding Recipient.

Costs of the Authority and the City, in its role of Administrator under the Indenture, with respect to this Agreement and the Indenture (a) incurred on or before the Closing Date, shall be Costs of Issuance to be paid from the Costs of Issuance Fund under the Indenture; (b) incurred from and after the Closing Date shall be Administrative Expenses to be paid from the Administrative Expense Fund under the Indenture (as such capitalized terms used in the preceding clauses (a) and (b) are defined in the Indenture); and the Funding Recipient shall have no responsibility to pay any such costs. The Funding Recipient shall have no responsibility to pay any costs of the Authority or the City, in its role as Administrator under the Indenture incurred by them with respect to the Indenture for the repayment or the administration of the Bonds.

5. Building Removal. The Funding Recipient shall have sole responsibility for all of its Building Removal activities..

6. Limited Obligations. All obligations of the Authority under and pursuant to this Agreement shall be limited to those specified in the first sentence of Section 2, subject in any event to the provisions of the second sentence of Section 2. No Boardmember, officer or employee of the Authority shall in any event be personally liable hereunder. Following any deposit of Bond proceeds in the Building Removal Account as provided in Section 3 above, the Authority shall have no liability with respect to the handling or the investment of such funds by the Funding Recipient, or the disposition of such funds by the Funding Recipient.

The only obligations of the Funding Recipient hereunder shall be to expend amounts in Building Removal Account for Building Removal Costs, and to maintain records as to the use of the amounts withdrawn from the Building Removal Account. If, for any reason whatsoever, there are insufficient funds in the Building Removal Account to pay all of the Building Removal Costs of the Funding Recipient, neither the Funding Recipient nor the Authority shall have any obligation under this Agreement to fund any such shortfall. No member of the City Council, or any officer or employee thereof, shall in any event be personally liable hereunder.

7. Termination. This Agreement shall cease to be effective and shall terminate (a) upon the dissolution of the Authority, if the Authority has not issued the Bonds prior to its dissolution, or (b) if not terminated pursuant to clause (a), upon the disbursement by the Funding Recipient of all amounts in the Building Removal Account. Notwithstanding the foregoing, the provisions of the fourth paragraph of Section 3 and the provisions of Section 6 shall survive such termination.

8. Entire Agreement. This Agreement contains the entire agreement among the parties with respect to the matters provided for herein and supersedes all prior agreements and negotiations between the parties with respect to the subject matter of this Agreement.

9. Notices. Any notice required or permitted by this Agreement to be given or delivered to another party shall be deemed to have been received when personally delivered or seventy-two hours following deposit of the same in any United States Post Office in California, registered or certified, postage prepaid, addressed as follows:

The Authority:	Fort Ord Reuse Authority 920 2nd Avenue, Suite A Marina, California 93933 Attention: Executive Officer
Funding Recipient:	City of Marina 211 Hillcrest Avenue Marina, California 93933 Attention: City Manager

Each party may change its address for delivery of notice by delivering written notice of such change of address to the other parties hereto.

10. Exhibit. The exhibit attached hereto is incorporated into this Agreement by this reference.

11. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

12. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

13. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by another party hereto, or the failure by a party to exercise its rights upon the default of another party, shall not constitute a waiver of such party's right to insist and demand strict compliance by such other party with the terms of this Agreement thereafter.

14. No Third Party Beneficiaries. No person or entity (including but not limited to the Trustee or the owners of the Bonds) shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than Authority and Funding Recipient, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute but one instrument.

16. Prepayment of Bonds. The Funding Recipient hereby agrees to use its best efforts to prevent the Successor Agency to the Marina Redevelopment Agency (the "Successor Agency") from redeeming such entities' outstanding bonds titled Successor Agency to the Marina Redevelopment Agency Tax Allocation Bonds, Series 2018A and Successor Agency to the Marina Redevelopment Agency Housing Tax Allocation Bonds, Series 2018B (collectively, the "2018 Bonds") prior to their final stated maturity date of September 1, 2038; provided that (a) the Successor Agency may redeem 2018 Bonds maturing on September 1, 2038 on September 1, 2037 using funds in the Reserve Account established for the 2018 Bonds; (b) this covenant shall not apply to bonds issued by the Successor Agency to (i) refund the 2018 Bonds ("2018 Refunding Bonds"), or (ii) refund 2018 Refunding Bonds or refund any subsequent series of refunding bonds related thereto, in each case that have a final stated maturity not earlier than September 1, 2038 and that have a funded Reserve Account that can only be used to redeem such refunding bonds no earlier than September 1, 2037; and (c) if the Successor Agency issues additional obligations (the "Additional Bonds") with a final maturity more than a year later that is then September 1, 2038, the September 1, 2038 and September 1, 2037 dates in the preceding

clauses shall instead refer to the final maturity of such Additional Bonds and the date that is one year prior to such final maturity date, respectively. To that end, the Funding Recipient agrees to exercise any influence it may have over the Successor Agency or the consultants for the Successor Agency to avoid the early redemption or retirement of the 2018 Bonds or such Additional Bonds except as allowed pursuant to the preceding sentence. The provisions of this Section 16 shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

FORT ORD REUSE AUTHORITY

By: _____
Joshua Metz,
Executive Officer

CITY OF MARINA, CALIFORNIA

By: _____
Layne Long,
City Manager

06006.05:J16867

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

FORT ORD REUSE AUTHORITY

By: _____
Joshua Metz,
Executive Director

CITY OF MARINA, CALIFORNIA

By: _____
Layne Long,
City Manager

06006.05:J16867

EXHIBIT A

BUILDING REMOVAL COSTS AND RELATED PARCELS

"Building Removal Costs" means the costs of Building Removal, including, without limitation, all costs of planning, engineering, management, risk management (including insurance premiums, legal fees and litigation costs associated with the Building Removal), and associated administrative services required to removed blighted buildings from certain parcel(s) of property within the boundaries of the former Fort Ord listed below.

"Building Removal" means any or all of the following: waste characterization, abatement, building demolition, building removal, building repair, waste disposal, and remediation of buildings and building sites located at certain parcels of property within the boundaries of the former Fort Ord listed below.

The parcels on which the Building Removal activities of the Funding Recipient may occur are as follows:

E4.1.1	–	Cypress Knolls
E4.1.2.1	–	Cypress Knolls
E4.1.2.2	–	Cypress Knolls
L5.9.1.1	–	Marina Radio Club
L5.4.2	–	Marina Park
L5.5.1	–	Marina Park
E2b.3.1.1	–	Marina Arts District
E2c.4.2.1	–	Commercial/Business Park
L5.5.1	–	PBC parcel 2nd Ave, across from CSBUB
L23.1.5	–	across from FORA on 11st street
E2d.3.2	–	Equestrian Center
L5.9.1.2	–	Equestrian Center
E2b.2.4	–	White Church across from VA/DOD clinic
L5.4.1	–	old pool, water city roller hockey
E2b.1.5	–	old fire station, 2nd ave.

Any other parcel within the boundaries of the former Fort Ord Military Base that is now located within the City of Marina.

BUILDING REMOVAL FUNDING AGREEMENT

among the

FORT ORD REUSE AUTHORITY,

and the

CITY OF MARINA, CALIFORNIA,
as Administrator,

and the

CITY OF SEASIDE, CALIFORNIA

Dated as of June 1, 2020

Relating to:
Fort Ord Reuse Authority
Tax Allocation Bonds,
Series 2020
(Federally Taxable)

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EXHIBIT A – BUILDING REMOVAL COSTS AND RELATED PARCELS

BUILDING REMOVAL FUNDING AGREEMENT

THIS BUILDING REMOVAL FUNDING AGREEMENT (the "Agreement"), dated as of June 1, 2020, is by and among the FORT ORD REUSE AUTHORITY (the "Authority"), the CITY OF MARINA, CALIFORNIA, as Administrator (the "Administrator") and the CITY OF SEASIDE, CALIFORNIA (the "Funding Recipient"), and is related to use by the Funding Recipient of proceeds of the Fort Ord Reuse Authority Tax Allocation Bonds, Series 2020 (Federally Taxable) (the "Bonds").

RECITALS:

WHEREAS, the Authority is issuing the Bonds pursuant to an Indenture of Trust, dated as of June 1, 2020 (the "Indenture"), by and among the Authority, the Administrator and U.S. Bank National Association, as trustee (the "Trustee") in order to fund Building Removal Costs of Building Removal to be undertaken by the Local Agencies, as such capitalized terms are defined in the Indenture; and

WHEREAS, the Funding Recipient is one of the Local Agencies, and the Indenture provides for the deposit of $6,424,384.36 of the proceeds of the Bonds to a Seaside Bond Proceeds Account of a Project Fund held by the Trustee on the date of issuance of the Bonds (the "Closing Date") as set forth in Section 3.02(a)(vi) of the Indenture, and to the Seaside Bond Proceeds Account of the Project Fund held by the Trustee following the Closing Date and payment of the Termination Payment (as defined in the Indenture) as set forth in Section 3.04(c) of the Indenture; and

WHEREAS, pursuant to Section 3.04(b) of the Indenture, the Trustee will remit the amount deposited in the Seaside Bond Proceeds Account to the Funding Recipient on the Closing Date; and pursuant to Section 3.04(c) of the Indenture, the Trustee will remit the amount deposited to the Seaside Bond Proceeds Account pursuant to Section 3.05 of the Indenture to the Funding Recipient promptly following the deposit of funds thereto, in each case to be used by the Funding Recipient as provided in this Agreement; and

WHEREAS, the Authority will be dissolved on June 30, 2020, and the Administrator is entering into this Agreement as assignee of the Authority under the Indenture solely to perform certain limited administrative activities as expressly set forth in the Indenture;

WHEREAS, the Authority, the Administrator and the Funding Recipient now desire to set forth provisions related to the disposition by the Funding Recipient of the amount transferred to it by the Trustee on the Closing Date, and to specify the rights and limited liability of the Administrator hereunder.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Recitals. Each of the above recitals as applicable to it is true and correct.

2. Issuance of the Bonds. The Authority hereby agrees to (a) issue the Bonds, (b) cause $6,424,384.36 of the proceeds of the Bonds available to be used by the Local Agencies (as defined in the Indenture) for Building Removal Costs pursuant to Section 3.03(b) of the Indenture to be deposited to the Seaside Bond Proceeds Account under the Indenture, and (c)

cause the Trustee to remit the amount deposited to the Seaside Bond Proceeds Account pursuant to Section 3.02 of the Indenture to the Funding Recipient on the Closing Date, and any amount deposited to the Seaside Bond Proceeds Account pursuant to Section 3.02(c) of the Indenture (constituting 50.0% of the funds released from the CalPERS Obligation Fund to the Funding Recipient and the City of Marina after payment of the Termination Payment) to be remitted to the Funding Recipient as provided in Section 3.04(c) of the Indenture. Notwithstanding the foregoing, this Agreement shall be null and void ab initio if for any reason whatsoever the Authority does not perform its obligations under the preceding sentence prior to its dissolution, and no damages or liability whatsoever shall arise or be incurred by the Authority as a consequence of its failure to perform such obligations. In no event shall the Funding Recipient have a right to compel the issuance of the Bonds.

The Funding Recipient hereby advises that its wire transfer instructions for the transfer of funds provided for in clause (c) of the first sentence of the preceding paragraph will be provided by the Funding Recipient to the Authority, the Administrator and the Trustee prior to the Closing Date for the Bonds.

3. Use of Proceeds. The Funding Recipient hereby agrees to establish an account on its books and records (referred to in this Agreement as the "Building Removal Account") in order to account for its use of the proceeds of the Bonds remitted to it as described in clause (c) of the first sentence of Section 2. Amounts deposited to the Building Removal Account may be comingled with other monies of the Funding Recipient for investment purposes, but the Funding Recipient shall at all times maintain records as to the funds in the Building Removal Account and the investment earnings thereon as provided below.

The Funding Recipient agrees that amounts withdrawn from the Building Removal Account will be used solely to pay costs of the Building Removal Costs, as described in Exhibit A hereto then due and payable by the Funding Recipient, or that have otherwise theretofore been paid by the Funding Recipient after the date of this Agreement. In no event shall the Authority or the Administrator have any responsibility for the use by the Funding Recipient of amounts disbursed from the Building Removal Account, or any Building Removal activities of the Funding Recipient, or for any Building Removal Costs incurred by the Funding Recipient.

The Funding Recipient shall have the sole right to direct the investment of the amounts on deposit in the Building Removal Account. While the Funding Recipient shall have no obligation or liability with respect to any such investment, including any losses with respect thereto, any investment earnings on funds in the Building Removal Account shall be credited to such account and used solely for the purposes thereof as provided in this Section 3.

The Funding Recipient agrees to maintain accounting records relating to the use of amounts disbursed to or upon its order from the Building Removal Account in accordance with Funding Recipient's accounting procedures for similar funds. The Funding Recipient will, upon written request, provide the Authority or the Administrator, whichever requests the same, complete copies of the Funding Recipient's records related to such disbursements.

In the event that the Funding Recipient determines in its sole discretion that it has funds in the Building Removal Account that it will not expend on Building Removal Costs, it shall remit such amount to the Trustee for deposit in the Surplus Account under the Indenture for disposition from the Surplus Account as provided in the Indenture.

Neither the Authority nor the Administrator shall have any liability or responsibility whatsoever with respect to any Building Removal activities of the Funding Recipient or any Building Removal Costs or other costs incurred for any reason by the Funding Recipient. The

Funding Recipient hereby agrees to hold the Authority and the Administrator harmless with respect to any claim by any entity in opposition to the provisions of the preceding sentence.

4. Reimbursement of Administrative Costs. The Funding Recipient hereby agrees to pay, other than from amounts in the Building Removal Account, any and all costs with respect to its review, execution and performance of this Agreement. Neither the Authority nor the Administrator shall have any obligation to pay any costs of the Funding Recipient incurred by it in connection with this Agreement or the Building Removal activities of the Funding Recipient.

Costs of the Authority and the Administrator with respect to this Agreement (a) incurred on or before the Closing Date, shall be Costs of Issuance to be paid from the Costs of Issuance Fund under the Indenture; (b) incurred from and after the Closing Date shall be Administrative Expenses to be paid from the Administrative Expense Fund under the Indenture (as such capitalized terms used in the preceding clauses (a) and (b) are defined in the Indenture); and the Funding Recipient shall have no responsibility to pay any such costs. The Funding Recipient shall have no responsibility to pay any costs of the Authority or the Administrator incurred by them with respect to the Indenture for the repayment or the administration of the Bonds.

5. Building Removal. The Funding Recipient shall have sole responsibility for all of its Building Removal activities..

6. Limited Obligations. All obligations of the Authority under and pursuant to this Agreement shall be limited to those specified in the first sentence of Section 2, subject in any event to the provisions of the second sentence of Section 2. No Boardmember, officer or employee of the Authority shall in any event be personally liable hereunder. Following any deposit of Bond proceeds in the Building Removal Account as provided in Section 3 above, the Authority shall have no liability with respect to the handling or the investment of such funds by the Funding Recipient, or the disposition of such funds by the Funding Recipient.

The only obligations of the Funding Recipient hereunder shall be to expend amounts in Building Removal Account for Building Removal Costs, and to maintain records as to the use of the amounts withdrawn from the Building Removal Account. If, for any reason whatsoever, there are insufficient funds in the Building Removal Account to pay all of the Building Removal Costs of the Funding Recipient, none of the Funding Recipient, the Authority or the Administrator shall have any obligation under this Agreement to fund any such shortfall. If the Funding Recipient shall fail to perform any of its obligations hereunder, the sole remedy of the Authority or the Administrator shall be the commencement of an action in the Superior Court for specific performance by the Funding Recipient of such obligations. No member of the governing board of the Funding Recipient, or any officer or employee thereof, shall in any event be personally liable hereunder.

The Administrator shall have no obligation or liability to the Funding Recipient or the Authority under this Agreement. It is hereby acknowledged that the sole reason for the Administrator to be a party to this Agreement is to recognize its rights to accounting records of, and to compel performance by, the Funding Recipient hereunder, and to consent to amendments hereto in its sole discretion. In no event shall the Administrator have any liability to the Authority or the Funding Recipient under or by reason of this Agreement, and no Councilmember, officer or employee of the Administrator shall in any event be personally liable hereunder.

7. Termination. This Agreement shall cease to be effective and shall terminate (a) upon the dissolution of the Authority, if the Authority has not issued the Bonds prior to its dissolution, or (b) if not terminated pursuant to clause (a), upon the disbursement by the

Funding Recipient of all amounts in the Building Removal Account. Notwithstanding the foregoing, the provisions of the fourth paragraph of Section 3 and the provisions of Section 6 shall survive such termination.

8. Amendment. This Agreement may be amended at any time but only in writing signed by (a) prior to the dissolution of the Authority, the Authority, the Administrator and the Funding Recipient, and (b) after dissolution of the Authority, the Administrator and the Funding Recipient.

9. Entire Agreement. This Agreement contains the entire agreement among the parties with respect to the matters provided for herein and supersedes all prior agreements and negotiations between the parties with respect to the subject matter of this Agreement.

10. Notices. Any notice required or permitted by this Agreement to be given or delivered to another party shall be deemed to have been received when personally delivered or seventy-two hours following deposit of the same in any United States Post Office in California, registered or certified, postage prepaid, addressed as follows:

The Authority:	Fort Ord Reuse Authority 920 2nd Avenue, Suite A Marina, California 93933 Attention: Executive Officer
Administrator:	City of Marina 211 Hillcrest Avenue Marina, California 93933 Attention: City Manager
Funding Recipient:	City of Seaside 440 Harcourt Avenue Seaside, California 93955 Attention: City Manager
with a copy via email to:	cityattorney@ci.seaside.ca.us

A copy of any notice to be given to the Authority hereunder shall be given to the Administrator. Each party may change its address for delivery of notice by delivering written notice of such change of address to the other parties hereto.

11. Exhibit. The exhibit attached hereto is incorporated into this Agreement by this reference.

12. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

13. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

14. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by another party hereto, or the failure by a party to exercise its rights upon the default of another party, shall not constitute a waiver of such party's right to insist and demand strict compliance by such other party with the terms of this Agreement thereafter.

15. No Third Party Beneficiaries. No person or entity (including but not limited to the Trustee or the owners of the Bonds) shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than Administrator, the Authority and Funding Recipient, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute but one instrument.

17. Prepayment of Bonds. The Funding Recipient hereby agrees to use its best efforts to prevent the Successor Agency to the Redevelopment Agency of the City of Seaside (the "Successor Agency") from redeeming such entities' outstanding Successor Agency to the Redevelopment Agency of the City of Seaside Tax Allocation Refunding Bonds, Series 2014 (the "2014 Bonds") prior to their final stated maturity date of August 1, 2033; provided that this covenant shall not apply to bonds issued by the Successor Agency to (a) refund the 2014 Bonds ("2014 Refunding Bonds"), or (b) refund 2014 Refunding Bonds or refund any subsequent series of refunding bonds related thereto, in each case that have a final stated maturity not earlier than August 1, 2033. To that end, the Funding Recipient agrees to exercise any influence it may have over the Successor Agency or the consultants for the Successor Agency to avoid the early redemption or retirement of the 2014 Bonds except as allowed pursuant to the preceding sentence. The provisions of this Section 17 shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

FORT ORD REUSE AUTHORITY

By: _____
Joshua Metz,
Executive Officer

CITY OF MARINA, CALIFORNIA,
as Administrator

By: _____
Layne Long,
City Manager

CITY OF SEASIDE, CALIFORNIA

By: _____
Craig Malin,
City Manager

06006.05:J16872

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

FORT ORD REUSE AUTHORITY

By: _____
Joshua Metz,
Executive Director

CITY OF MARINA, CALIFORNIA,
as Administrator

By: _____
Layne Long,
City Manager

CITY OF SEASIDE, CALIFORNIA

By: _____
Craig Malin,
City Manager

06006.05:J16872

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

FORT ORD REUSE AUTHORITY

By: _____
Joshua Metz,
Executive Director

CITY OF MARINA, CALIFORNIA,
as Administrator

By: _____
Layne Long,
City Manager

CITY OF SEASIDE, CALIFORNIA

By: _____
Craig Malin,
City Manager

06006.05:J16872

EXHIBIT A

BUILDING REMOVAL COSTS AND RELATED PARCELS

"Building Removal Costs" means the costs of Building Removal, including, without limitation, all costs of planning, engineering, management, risk management (including insurance premiums, legal fees and litigation costs associated with the Building Removal), and associated administrative services required to removed blighted buildings from certain parcel(s) of property within the boundaries of the former Fort Ord listed below.

"Building Removal" means any or all of the following: waste characterization, abatement, building demolition, building removal, building repair, waste disposal, and remediation of buildings and building sites located at certain parcels of property within the boundaries of the former Fort Ord listed below.

The parcels on which the Building Removal activities of the Funding Recipient may occur are as follows:

L32.4.1.1	Surplus II
L19.4	Surplus II
L15.1	Surplus II
F2.3.2	Main Gate
F2.3.3	GJMB Parcel
F5.2	National Guard
L23.5.1	Chartwell School
E18.1.3	Nurses Barracks

Any other parcel within the boundaries of the former Fort Ord Military Base that is now located within the City of Seaside.

FINAL

BUILDING REMOVAL FUNDING AGREEMENT

among the

FORT ORD REUSE AUTHORITY,

and the

CITY OF MARINA, CALIFORNIA,
as Administrator,

and the

MARINA COAST WATER DISTRICT

Dated as of June 1, 2020

Relating to:
Fort Ord Reuse Authority
Tax Allocation Bonds,
Series 2020
(Federally Taxable)

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EXHIBIT A – BUILDING REMOVAL COSTS AND RELATED PARCELS

BUILDING REMOVAL FUNDING AGREEMENT

THIS BUILDING REMOVAL FUNDING AGREEMENT (the "Agreement"), dated as of June 1, 2020, is by and among the FORT ORD REUSE AUTHORITY (the "Authority"), the CITY OF MARINA, CALIFORNIA, as Administrator (the "Administrator") and the MARINA COAST WATER DISTRICT (the "Funding Recipient"), and is related to use by the Funding Recipient of proceeds of the Fort Ord Reuse Authority Tax Allocation Bonds, Series 2020 (Federally Taxable) (the "Bonds").

RECITALS:

WHEREAS, the Authority is issuing the Bonds pursuant to an Indenture of Trust, dated as of June 1, 2020 (the "Indenture"), by and among the Authority, the Administrator and U.S. Bank National Association, as trustee (the "Trustee") in order to fund Building Removal Costs of Building Removal to be undertaken by the Local Agencies, as such capitalized terms are defined in the Indenture; and

WHEREAS, the Funding Recipient is one of the Local Agencies, and the Indenture provides for the deposit of $977,623.71 of the proceeds of the Bonds to an MCWD Bond Proceeds Account of a Project Fund held by the Trustee on the date of issuance of the Bonds (the "Closing Date") as set forth in Section 3.02(a)(iv) of the Indenture; and

WHEREAS, pursuant to Section 3.04(b) of the Indenture, the Trustee will remit the amount deposited in the MCWD Bond Proceeds Account to the Funding Recipient on the Closing Date to be used by the Funding Recipient as provided in this Agreement; and

WHEREAS, the Authority will be dissolved on June 30, 2020, and the Administrator is entering into this Agreement as assignee of the Authority under the Indenture solely to perform certain limited administrative activities as expressly set forth in the Indenture;

WHEREAS, the Authority, the Administrator and the Funding Recipient now desire to set forth provisions related to the disposition by the Funding Recipient of the amount transferred to it by the Trustee on the Closing Date, and to specify the rights and limited liability of the Administrator hereunder.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Recitals. Each of the above recitals as applicable to it is true and correct.

2. Issuance of the Bonds. The Authority hereby agrees to (a) issue the Bonds, (b) cause $977,623.71 of the proceeds of the Bonds available to be used by the Local Agencies (as defined in the Indenture) for Building Removal Costs pursuant to Section 3.03(b) of the Indenture to be deposited to the MCWD Bond Proceeds Account under the Indenture, and (c) cause the Trustee to remit the amount deposited to the MCWD Bond Proceeds Account pursuant to Section 3.02 of the Indenture to the Funding Recipient on the Closing Date. Notwithstanding the foregoing, this Agreement shall be null and void ab initio if for any reason whatsoever the Authority does not perform its obligations under the preceding sentence prior to its dissolution, and no damages or liability whatsoever shall arise or be incurred by the Authority as a consequence of its failure to

perform such obligations. In no event shall the Funding Recipient have a right to compel the issuance of the Bonds.

The Funding Recipient hereby advises that its wire transfer instructions for the transfer of funds provided for in clause (c) of the first sentence of the preceding paragraph will be provided by the Funding Recipient to the Authority, the Administrator and the Trustee prior to the Closing Date for the Bonds.

3. Use of Proceeds. The Funding Recipient hereby agrees to establish an account on its books and records (referred to in this Agreement as the "Building Removal Account") in order to account for its use of the proceeds of the Bonds remitted to it as described in clause (c) of the first sentence of Section 2. Amounts deposited to the Building Removal Account may be comingled with other monies of the Funding Recipient for investment purposes, but the Funding Recipient shall at all times maintain records as to the funds in the Building Removal Account and the investment earnings thereon as provided below.

The Funding Recipient agrees that amounts withdrawn from the Building Removal Account will be used solely to pay costs of the Building Removal Costs, as described in Exhibit A hereto then due and payable by the Funding Recipient, or that have otherwise theretofore been paid by the Funding Recipient after the date of this Agreement. In no event shall the Authority or the Administrator have any responsibility for the use by the Funding Recipient of amounts disbursed from the Building Removal Account, or any Building Removal activities of the Funding Recipient, or for any Building Removal Costs incurred by the Funding Recipient.

The Funding Recipient shall have the sole right to direct the investment of the amounts on deposit in the Building Removal Account. While the Funding Recipient shall have no obligation or liability with respect to any such investment, including any losses with respect thereto, any investment earnings on funds in the Building Removal Account shall be credited to such account and used solely for the purposes thereof as provided in this Section 3.

The Funding Recipient agrees to maintain accounting records relating to the use of amounts disbursed to or upon its order from the Building Removal Account in accordance with Funding Recipient's accounting procedures for similar funds. The Funding Recipient will, upon written request, provide the Authority or the Administrator, whichever requests the same, complete copies of the Funding Recipient's records related to such disbursements.

In the event that the Funding Recipient determines in its sole discretion that it has funds in the Building Removal Account that it will not expend on Building Removal Costs, it shall remit such amount to the Trustee for deposit in the Surplus Account under the Indenture for disposition from the Surplus Account as provided in the Indenture.

Neither the Authority nor the Administrator shall have any liability or responsibility whatsoever with respect to any Building Removal activities of the Funding Recipient or any Building Removal Costs or other costs incurred for any reason by the Funding Recipient. The Funding Recipient hereby agrees to hold the Authority and the Administrator harmless with respect to any claim by any entity in opposition to the provisions of the preceding sentence.

4. Reimbursement of Administrative Costs. The Funding Recipient hereby agrees to pay, other than from amounts in the Building Removal Account, any and all costs with respect to its review, execution and performance of this Agreement. Neither the Authority nor the Administrator shall have any obligation to pay any costs of the Funding Recipient incurred by it in connection with this Agreement or the Building Removal activities of the Funding Recipient.

Costs of the Authority and the Administrator with respect to this Agreement (a) incurred on or before the Closing Date, shall be Costs of Issuance to be paid from the Costs of Issuance Fund under the Indenture; (b) incurred from and after the Closing Date shall be Administrative Expenses to be paid from the Administrative Expense Fund under the Indenture (as such capitalized terms used in the preceding clauses (a) and (b) are defined in the Indenture); and the Funding Recipient shall have no responsibility to pay any such costs. The Funding Recipient shall have no responsibility to pay any costs of the Authority or the Administrator incurred by them with respect to the Indenture for the repayment or the administration of the Bonds.

5. Building Removal. The Funding Recipient shall have sole responsibility for all of its Building Removal activities..

6. Limited Obligations. All obligations of the Authority under and pursuant to this Agreement shall be limited to those specified in the first sentence of Section 2, subject in any event to the provisions of the second sentence of Section 2. No Boardmember, officer or employee of the Authority shall in any event be personally liable hereunder. Following any deposit of Bond proceeds in the Building Removal Account as provided in Section 3 above, the Authority shall have no liability with respect to the handling or the investment of such funds by the Funding Recipient, or the disposition of such funds by the Funding Recipient.

The only obligations of the Funding Recipient hereunder shall be to expend amounts in Building Removal Account for Building Removal Costs, and to maintain records as to the use of the amounts withdrawn from the Building Removal Account. If, for any reason whatsoever, there are insufficient funds in the Building Removal Account to pay all of the Building Removal Costs of the Funding Recipient, none of the Funding Recipient, the Authority or the Administrator shall have any obligation under this Agreement to fund any such shortfall. If the Funding Recipient shall fail to perform any of its obligations hereunder, the sole remedy of the Authority or the Administrator shall be the commencement of an action in the Superior Court for specific performance by the Funding Recipient of such obligations. No member of the governing board of the Funding Recipient, or any officer or employee thereof, shall in any event be personally liable hereunder.

The Administrator shall have no obligation or liability to the Funding Recipient or the Authority under this Agreement. It is hereby acknowledged that the sole reason for the Administrator to be a party to this Agreement is to recognize its rights to accounting records of, and to compel performance by, the Funding Recipient hereunder, and to consent to amendments hereto in its sole discretion. In no event shall the Administrator have any liability to the Authority or the Funding Recipient under or by reason of this Agreement, and no Councilmember, officer or employee of the Administrator shall in any event be personally liable hereunder.

7. Termination. This Agreement shall cease to be effective and shall terminate (a) upon the dissolution of the Authority, if the Authority has not issued the Bonds prior to its dissolution, or (b) upon the disbursement by the Funding Recipient of all amounts in the Building Removal Account. Notwithstanding the foregoing, the provisions of the fourth paragraph of Section 3 and the provisions of Section 6 shall survive such termination.

8. Amendment. This Agreement may be amended at any time but only in writing signed by (a) prior to the dissolution of the Authority, the Authority, the Administrator and the Funding Recipient, and (b) after dissolution of the Authority, the Administrator and the Funding Recipient.

9. Entire Agreement. This Agreement contains the entire agreement among the parties with respect to the matters provided for herein and supersedes all prior agreements and negotiations between the parties with respect to the subject matter of this Agreement.

10. Notices. Any notice required or permitted by this Agreement to be given or delivered to another party shall be deemed to have been received when personally delivered or seventy-two hours following deposit of the same in any United States Post Office in California, registered or certified, postage prepaid, addressed as follows:

The Authority:	Fort Ord Reuse Authority 920 2nd Avenue, Suite A Marina, California 93933 Attention: Executive Officer
Administrator:	City of Marina 211 Hillcrest Avenue Marina, California 93933 Attention: City Manager
Funding Recipient:	Marina Coast Water District 11 Reservation Road Marina, California 93933-2099 Attention: General Manager

A copy of any notice to be given to the Authority hereunder shall be given to the Administrator. Each party may change its address for delivery of notice by delivering written notice of such change of address to the other parties hereto.

11. Exhibit. The exhibit attached hereto is incorporated into this Agreement by this reference.

12. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

13. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

14. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by another party hereto, or the failure by a party to exercise its rights upon the default of another party, shall not constitute a waiver of such party's right to insist and demand strict compliance by such other party with the terms of this Agreement thereafter.

15. No Third Party Beneficiaries. No person or entity (including but not limited to the Trustee or the owners of the Bonds) shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than Administrator, the Authority and Funding Recipient, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute but one instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

FORT ORD REUSE AUTHORITY

By: _____
Joshua Metz,
Executive Officer

CITY OF MARINA, CALIFORNIA,
as Administrator

By: _____
Layne Long,
City Manager

MARINA COAST WATER DISTRICT

By: _____

Its: _____

06006.05:J16856

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

FORT ORD REUSE AUTHORITY

By: _____
Joshua Metz,
Executive Director

CITY OF MARINA, CALIFORNIA,
as Administrator

By: _____
Layne Long,
City Manager

MARINA COAST WATER DISTRICT

By: _____

Its: _____

06006.05:J16856

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

FORT ORD REUSE AUTHORITY

By: _____
Joshua Metz,
Executive Director

CITY OF MARINA, CALIFORNIA,
as Administrator

By: _____
Layne Long,
City Manager

MARINA COAST WATER DISTRICT

By: DEREK CRAY
Its: INTERIM GENERAL MANAGER

06006.05:J16856

EXHIBIT A

BUILDING REMOVAL COSTS AND RELATED PARCELS

"Building Removal Costs" means the costs of Building Removal, including, without limitation, all costs of planning, engineering, management, risk management (including insurance premiums, legal fees and litigation costs associated with the Building Removal), and associated administrative services required to removed blighted buildings from certain parcel(s) of property within the boundaries of the former Fort Ord listed below.

"Building Removal" means any or all of the following: waste characterization, abatement, building demolition, building removal, building repair, waste disposal, and remediation of buildings and building sites located at certain parcel(s) of property within the boundaries of the former Fort Ord listed below.

The parcel(s) on which the Building Removal activities of the Funding Recipient may occur are as follows:

Jurisdiction	USACE Parcel Number	Description
City of Marina	L35.1	MCWD Storage
State Parks	S3.1.1	Wastewater Plant

BUILDING REMOVAL FUNDING AGREEMENT

among the

FORT ORD REUSE AUTHORITY,

and the

CITY OF MARINA, CALIFORNIA,
as Administrator,

and the

MONTEREY-SALINAS TRANSIT DISTRICT

Dated as of June 1, 2020

Relating to:
Fort Ord Reuse Authority
Tax Allocation Bonds,
Series 2020
(Federally Taxable)

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EXHIBIT A – BUILDING REMOVAL COSTS AND RELATED PARCELS

BUILDING REMOVAL FUNDING AGREEMENT

THIS BUILDING REMOVAL FUNDING AGREEMENT (the "Agreement"), dated as of June 1, 2020, is by and among the FORT ORD REUSE AUTHORITY (the "Authority"), the CITY OF MARINA, CALIFORNIA, as Administrator (the "Administrator") and the MONTEREY-SALINAS TRANSIT DISTRICT (the "Funding Recipient"), and is related to use by the Funding Recipient of proceeds of the Fort Ord Reuse Authority Tax Allocation Bonds, Series 2020 (Federally Taxable) (the "Bonds").

RECITALS:

WHEREAS, the Authority is issuing the Bonds pursuant to an Indenture of Trust, dated as of June 1, 2020 (the "Indenture"), by and among the Authority, the Administrator and U.S. Bank National Association, as trustee (the "Trustee") in order to fund Building Removal Costs of Building Removal to be undertaken by the Local Agencies, as such capitalized terms are defined in the Indenture; and

WHEREAS, the Funding Recipient is one of the Local Agencies, and the Indenture provides for the deposit of $186,214.04 of the proceeds of the Bonds to an MST Bond Proceeds Account of a Project Fund held by the Trustee on the date of issuance of the Bonds (the "Closing Date") as set forth in Section 3.02(a)(v) of the Indenture; and

WHEREAS, pursuant to Section 3.04(b) of the Indenture, the Trustee will remit the amount deposited in the MST Bond Proceeds Account to the Funding Recipient on the Closing Date to be used by the Funding Recipient as provided in this Agreement; and

WHEREAS, the Authority will be dissolved on June 30, 2020, and the Administrator is entering into this Agreement as assignee of the Authority under the Indenture solely to perform certain limited administrative activities as expressly set forth in the Indenture;

WHEREAS, the Authority, the Administrator and the Funding Recipient now desire to set forth provisions related to the disposition by the Funding Recipient of the amount transferred to it by the Trustee on the Closing Date, and to specify the rights and limited liability of the Administrator hereunder.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Recitals. Each of the above recitals as applicable to it is true and correct.

2. Issuance of the Bonds. The Authority hereby agrees to (a) issue the Bonds, (b) cause $186,214.04 of the proceeds of the Bonds available to be used by the Local Agencies (as defined in the Indenture) for Building Removal Costs pursuant to Section 3.03(b) of the Indenture to be deposited to the MST Bond Proceeds Account under the Indenture, and (c) cause the Trustee to remit the amount deposited to the MST Bond Proceeds Account pursuant to Section 3.02 of the Indenture to the Funding Recipient on the Closing Date. Notwithstanding the foregoing, this Agreement shall be null and void ab initio if for any reason whatsoever the Authority does not perform its obligations under the preceding sentence prior to its dissolution, and no damages or liability whatsoever shall arise or be incurred by the Authority as a consequence of its failure to

perform such obligations. In no event shall the Funding Recipient have a right to compel the issuance of the Bonds.

The Funding Recipient hereby advises that its wire transfer instructions for the transfer of funds provided for in clause (c) of the first sentence of the preceding paragraph will be provided by the Funding Recipient to the Authority, the Administrator and the Trustee prior to the Closing Date for the Bonds.

3. Use of Proceeds. The Funding Recipient hereby agrees to establish an account on its books and records (referred to in this Agreement as the "Building Removal Account") in order to account for its use of the proceeds of the Bonds remitted to it as described in clause (c) of the first sentence of Section 2. Amounts deposited to the Building Removal Account may be comingled with other monies of the Funding Recipient for investment purposes, but the Funding Recipient shall at all times maintain records as to the funds in the Building Removal Account and the investment earnings thereon as provided below.

The Funding Recipient agrees that amounts withdrawn from the Building Removal Account will be used solely to pay costs of the Building Removal Costs, as described in Exhibit A hereto then due and payable by the Funding Recipient, or that have otherwise theretofore been paid by the Funding Recipient after the date of this Agreement. In no event shall the Authority or the Administrator have any responsibility for the use by the Funding Recipient of amounts disbursed from the Building Removal Account, or any Building Removal activities of the Funding Recipient, or for any Building Removal Costs incurred by the Funding Recipient.

The Funding Recipient shall have the sole right to direct the investment of the amounts on deposit in the Building Removal Account. While the Funding Recipient shall have no obligation or liability with respect to any such investment, including any losses with respect thereto, any investment earnings on funds in the Building Removal Account shall be credited to such account and used solely for the purposes thereof as provided in this Section 3.

The Funding Recipient agrees to maintain accounting records relating to the use of amounts disbursed to or upon its order from the Building Removal Account in accordance with Funding Recipient's accounting procedures for similar funds. The Funding Recipient will, upon written request, provide the Authority or the Administrator, whichever requests the same, complete copies of the Funding Recipient's records related to such disbursements.

In the event that the Funding Recipient determines in its sole discretion that it has funds in the Building Removal Account that it will not expend on Building Removal Costs, it shall remit such amount to the Trustee for deposit in the Surplus Account under the Indenture for disposition from the Surplus Account as provided in the Indenture.

Neither the Authority nor the Administrator shall have any liability or responsibility whatsoever with respect to any Building Removal activities of the Funding Recipient or any Building Removal Costs or other costs incurred for any reason by the Funding Recipient. The Funding Recipient hereby agrees to hold the Authority and the Administrator harmless with respect to any claim by any entity in opposition to the provisions of the preceding sentence.

4. Reimbursement of Administrative Costs. The Funding Recipient hereby agrees to pay, other than from amounts in the Building Removal Account, any and all costs with respect to its review, execution and performance of this Agreement. Neither the Authority nor the Administrator shall have any obligation to pay any costs of the Funding Recipient incurred by it in connection with this Agreement or the Building Removal activities of the Funding Recipient.

Costs of the Authority and the Administrator with respect to this Agreement (a) incurred on or before the Closing Date, shall be Costs of Issuance to be paid from the Costs of Issuance Fund under the Indenture; (b) incurred from and after the Closing Date shall be Administrative Expenses to be paid from the Administrative Expense Fund under the Indenture (as such capitalized terms used in the preceding clauses (a) and (b) are defined in the Indenture); and the Funding Recipient shall have no responsibility to pay any such costs. The Funding Recipient shall have no responsibility to pay any costs of the Authority or the Administrator incurred by them with respect to the Indenture for the repayment or the administration of the Bonds.

5. Building Removal. The Funding Recipient shall have sole responsibility for all of its Building Removal activities..

6. Limited Obligations. All obligations of the Authority under and pursuant to this Agreement shall be limited to those specified in the first sentence of Section 1, subject in any event to the provisions of the second sentence of Section 1. No Boardmember, officer or employee of the Authority shall in any event be personally liable hereunder. Following any deposit of Bond proceeds in the Building Removal Account as provided in Section 1 above, the Authority shall have no liability with respect to the handling or the investment of such funds by the Funding Recipient, or the disposition of such funds by the Funding Recipient.

The only obligations of the Funding Recipient hereunder shall be to expend amounts in Building Removal Account for Building Removal Costs, and to maintain records as to the use of the amounts withdrawn from the Building Removal Account. If, for any reason whatsoever, there are insufficient funds in the Building Removal Account to pay all of the Building Removal Costs of the Funding Recipient, none of the Funding Recipient, the Authority or the Administrator shall have any obligation under this Agreement to fund any such shortfall. If the Funding Recipient shall fail to perform any of its obligations hereunder, the sole remedy of the Authority or the Administrator shall be the commencement of an action in the Superior Court for specific performance by the Funding Recipient of such obligations. No member of the governing board of the Funding Recipient, or any officer or employee thereof, shall in any event be personally liable hereunder.

The Administrator shall have no obligation or liability to the Funding Recipient or the Authority under this Agreement. It is hereby acknowledged that the sole reason for the Administrator to be a party to this Agreement is to recognize its rights to accounting records of, and to compel performance by, the Funding Recipient hereunder, and to consent to amendments hereto in its sole discretion. In no event shall the Administrator have any liability to the Authority or the Funding Recipient under or by reason of this Agreement, and no Councilmember, officer or employee of the Administrator shall in any event be personally liable hereunder.

7. Termination. This Agreement shall cease to be effective and shall terminate (a) upon the dissolution of the Authority, if the Authority has not issued the Bonds prior to its dissolution, or (b) if not terminated pursuant to clause (a), upon the disbursement by the Funding Recipient of all amounts in the Building Removal Account. Notwithstanding the foregoing, the provisions of the fourth paragraph of Section 3 and the provisions of Section 6 shall survive such termination.

8. Amendment. This Agreement may be amended at any time but only in writing signed by (a) prior to the dissolution of the Authority, the Authority, the Administrator and the Funding Recipient, and (b) after dissolution of the Authority, the Administrator and the Funding Recipient.

9. Entire Agreement. This Agreement contains the entire agreement among the parties with respect to the matters provided for herein and supersedes all prior agreements and negotiations between the parties with respect to the subject matter of this Agreement.

10. Notices. Any notice required or permitted by this Agreement to be given or delivered to another party shall be deemed to have been received when personally delivered or seventy-two hours following deposit of the same in any United States Post Office in California, registered or certified, postage prepaid, addressed as follows:

The Authority:	Fort Ord Reuse Authority 920 2nd Avenue, Suite A Marina, California 93933 Attention: Executive Officer
Administrator:	City of Marina 211 Hillcrest Avenue Marina, California 93933 Attention: City Manager
Funding Recipient:	Monterey-Salinas Transit District 19 Upper Ragsdale Drive, Suite 200 Monterey, California 93940 Attention: General Manager/Chief Executive Officer

A copy of any notice to be given to the Authority hereunder shall be given to the Administrator. Each party may change its address for delivery of notice by delivering written notice of such change of address to the other parties hereto.

11. Exhibit. The exhibit attached hereto is incorporated into this Agreement by this reference.

12. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

13. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

14. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by another party hereto, or the failure by a party to exercise its rights upon the default of another party, shall not constitute a waiver of such party's right to insist and demand strict compliance by such other party with the terms of this Agreement thereafter.

15. No Third Party Beneficiaries. No person or entity (including but not limited to the Trustee or the owners of the Bonds) shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than Administrator, the Authority and Funding Recipient, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute but one instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

FORT ORD REUSE AUTHORITY

By: _____
Joshua Metz,
Executive Officer

CITY OF MARINA, CALIFORNIA,
as Administrator

By: _____
Layne Long,
City Manager

MONTEREY-SALINAS TRANSIT
DISTRICT

By: _____
Carl Sedoryk,
General Manager/
Chief Executive Officer

06006.05:J16854

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

FORT ORD REUSE AUTHORITY

By: _____
Joshua Metz,
Executive Director

CITY OF MARINA, CALIFORNIA,
as Administrator

By: _____
Layne Long,
City Manager

MONTEREY-SALINAS TRANSIT
DISTRICT

By: _____
Carl Sedoryk,
General Manager/
Chief Executive Officer

06006.05:J16854

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

FORT ORD REUSE AUTHORITY

By: _____
Joshua Metz,
Executive Director

CITY OF MARINA, CALIFORNIA,
as Administrator

By: _____
Layne Long,
City Manager

MONTEREY-SALINAS TRANSIT
DISTRICT

By: _____
Carl Sedoryk,
General Manager/
Chief Executive Officer

06006.05:J16854

EXHIBIT A

BUILDING REMOVAL COSTS AND RELATED PARCELS

"Building Removal Costs" means the costs of Building Removal, including, without limitation, all costs of planning, engineering, management, risk management (including insurance premiums, legal fees and litigation costs associated with the Building Removal), and associated administrative services required to removed blighted buildings from certain parcel(s) of property within the boundaries of the former Fort Ord listed below.

"Building Removal" means any or all of the following: waste characterization, abatement, building demolition, building removal, building repair, waste disposal, and remediation of buildings and building sites located at certain parcels of property within the boundaries of the former Fort Ord listed below.

The parcels on which the Building Removal activities of the Funding Recipient may occur are as follows:

Jurisdiction	USACE Parcel Number	Description
City of Marina	L2.1	MST Transit Center
City of Seaside	L2.4.3.1	MST Storage

BUILDING REMOVAL FUNDING AGREEMENT

among the

FORT ORD REUSE AUTHORITY,

and the

CITY OF MARINA, CALIFORNIA,
as Administrator,

and the

TRANSPORTATION AGENCY FOR MONTEREY COUNTY

Dated as of June 1, 2020

Relating to:
Fort Ord Reuse Authority
Tax Allocation Bonds,
Series 2020
(Federally Taxable)

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EXHIBIT A – BUILDING REMOVAL COSTS AND RELATED PARCEL

BUILDING REMOVAL FUNDING AGREEMENT

THIS BUILDING REMOVAL FUNDING AGREEMENT (the "Agreement"), dated as of June 1, 2020, is by and among the FORT ORD REUSE AUTHORITY (the "Authority"), the CITY OF MARINA, CALIFORNIA, as Administrator (the "Administrator") and the TRANSPORTATION AGENCY FOR MONTEREY COUNTY (the "Funding Recipient"), and is related to use by the Funding Recipient of proceeds of the Fort Ord Reuse Authority Tax Allocation Bonds, Series 2020 (Federally Taxable) (the "Bonds").

RECITALS:

WHEREAS, the Authority is issuing the Bonds pursuant to an Indenture of Trust, dated as of June 1, 2020 (the "Indenture"), by and among the Authority, the Administrator and U.S. Bank National Association, as trustee (the "Trustee") in order to fund Building Removal Costs of Building Removal to be undertaken by the Local Agencies, as such capitalized terms are defined in the Indenture; and

WHEREAS, the Funding Recipient is one of the Local Agencies, and the Indenture provides for the deposit of $1,303,498.28 of the proceeds of the Bonds to a TAMC Bond Proceeds Account of a Project Fund held by the Trustee on the date of issuance of the Bonds (the "Closing Date") as set forth in Section 3.02(a)(vii) of the Indenture; and

WHEREAS, pursuant to Section 3.04(b) of the Indenture, the Trustee will remit the amount deposited in the TAMC Bond Proceeds Account to the Funding Recipient on the Closing Date to be used by the Funding Recipient as provided in this Agreement; and

WHEREAS, the Authority will be dissolved on June 30, 2020, and the Administrator is entering into this Agreement as assignee of the Authority under the Indenture solely to perform certain limited administrative activities as expressly set forth in the Indenture;

WHEREAS, the Authority, the Administrator and the Funding Recipient now desire to set forth provisions related to the disposition by the Funding Recipient of the amount transferred to it by the Trustee on the Closing Date, and to specify the rights and limited liability of the Administrator hereunder.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Recitals. Each of the above recitals as applicable to it is true and correct.

2. Issuance of the Bonds. The Authority hereby agrees to (a) issue the Bonds, (b) cause $1,303,498.28 of the proceeds of the Bonds available to be used by the Local Agencies (as defined in the Indenture) for Building Removal Costs pursuant to Section 3.03(b) of the Indenture to be deposited to the TAMC Bond Proceeds Account under the Indenture, and (c) cause the Trustee to remit the amount deposited to the TAMC Bond Proceeds Account pursuant to Section 3.02 of the Indenture to the Funding Recipient on the Closing Date. Notwithstanding the foregoing, this Agreement shall be null and void ab initio if for any reason whatsoever the Authority does not perform its obligations under the preceding sentence prior to its dissolution, and no damages or liability whatsoever shall arise or be incurred by the Authority as a

consequence of its failure to perform such obligations. In no event shall the Funding Recipient have a right to compel the issuance of the Bonds.

The Funding Recipient hereby advises that its wire transfer instructions for the transfer of funds provided for in clause (c) of the first sentence of the preceding paragraph will be provided by the Funding Recipient to the Authority, the Administrator and the Trustee prior to the Closing Date for the Bonds.

3. Use of Proceeds. The Funding Recipient hereby agrees to establish an account on its books and records (referred to in this Agreement as the "Building Removal Account") in order to account for its use of the proceeds of the Bonds remitted to it as described in clause (c) of the first sentence of Section 2. Amounts deposited to the Building Removal Account may be comingled with other monies of the Funding Recipient for investment purposes, but the Funding Recipient shall at all times maintain records as to the funds in the Building Removal Account and the investment earnings thereon as provided below.

The Funding Recipient agrees that amounts withdrawn from the Building Removal Account will be used solely to pay costs of the Building Removal Costs, as described in Exhibit A hereto then due and payable by the Funding Recipient, or that have otherwise theretofore been paid by the Funding Recipient after the date of this Agreement. In no event shall the Authority or the Administrator have any responsibility for the use by the Funding Recipient of amounts disbursed from the Building Removal Account, or any Building Removal activities of the Funding Recipient, or for any Building Removal Costs incurred by the Funding Recipient.

The Funding Recipient shall have the sole right to direct the investment of the amounts on deposit in the Building Removal Account. While the Funding Recipient shall have no obligation or liability with respect to any such investment, including any losses with respect thereto, any investment earnings on funds in the Building Removal Account shall be credited to such account and used solely for the purposes thereof as provided in this Section 3.

The Funding Recipient agrees to maintain accounting records relating to the use of amounts disbursed to or upon its order from the Building Removal Account in accordance with Funding Recipient's accounting procedures for similar funds. The Funding Recipient will, upon written request, provide the Authority or the Administrator, whichever requests the same, complete copies of the Funding Recipient's records related to such disbursements.

In the event that the Funding Recipient determines in its sole discretion that it has funds in the Building Removal Account that it will not expend on Building Removal Costs, it shall remit such amount to the Trustee for deposit in the Surplus Account under the Indenture for disposition from the Surplus Account as provided in the Indenture.

Neither the Authority nor the Administrator shall have any liability or responsibility whatsoever with respect to any Building Removal activities of the Funding Recipient or any Building Removal Costs or other costs incurred for any reason by the Funding Recipient. The Funding Recipient hereby agrees to hold the Authority and the Administrator harmless with respect to any claim by any entity in opposition to the provisions of the preceding sentence.

4. Reimbursement of Administrative Costs. The Funding Recipient hereby agrees to pay, other than from amounts in the Building Removal Account, any and all costs with respect to its review, execution and performance of this Agreement. Neither the Authority nor the Administrator shall have any obligation to pay any costs of the Funding Recipient incurred by it in connection with this Agreement or the Building Removal activities of the Funding Recipient.

Costs of the Authority and the Administrator with respect to this Agreement (a) incurred on or before the Closing Date, shall be Costs of Issuance to be paid from the Costs of Issuance Fund under the Indenture; (b) incurred from and after the Closing Date shall be Administrative Expenses to be paid from the Administrative Expense Fund under the Indenture (as such capitalized terms used in the preceding clauses (a) and (b) are defined in the Indenture); and the Funding Recipient shall have no responsibility to pay any such costs. The Funding Recipient shall have no responsibility to pay any costs of the Authority or the Administrator incurred by them with respect to the Indenture for the repayment or the administration of the Bonds.

5. Building Removal. The Funding Recipient shall have sole responsibility for all of its Building Removal activities..

6. Limited Obligations. All obligations of the Authority under and pursuant to this Agreement shall be limited to those specified in the first sentence of Section 2, subject in any event to the provisions of the second sentence of Section 2. No Boardmember, officer or employee of the Authority shall in any event be personally liable hereunder. Following any deposit of Bond proceeds in the Building Removal Account as provided in Section 2 above, the Authority shall have no liability with respect to the handling or the investment of such funds by the Funding Recipient, or the disposition of such funds by the Funding Recipient.

The only obligations of the Funding Recipient hereunder shall be to expend amounts in Building Removal Account for Building Removal Costs, and to maintain records as to the use of the amounts withdrawn from the Building Removal Account. If, for any reason whatsoever, there are insufficient funds in the Building Removal Account to pay all of the Building Removal Costs of the Funding Recipient, none of the Funding Recipient, the Authority or the Administrator shall have any obligation under this Agreement to fund any such shortfall. If the Funding Recipient shall fail to perform any of its obligations hereunder, the sole remedy of the Authority or the Administrator shall be the commencement of an action in the Superior Court for specific performance by the Funding Recipient of such obligations. No member of the governing board of the Funding Recipient, or any officer or employee thereof, shall in any event be personally liable hereunder.

The Administrator shall have no obligation or liability to the Funding Recipient or the Authority under this Agreement. It is hereby acknowledged that the sole reason for the Administrator to be a party to this Agreement is to recognize its rights to accounting records of, and to compel performance by, the Funding Recipient hereunder, and to consent to amendments hereto in its sole discretion. In no event shall the Administrator have any liability to the Authority or the Funding Recipient under or by reason of this Agreement, and no Councilmember, officer or employee of the Administrator shall in any event be personally liable hereunder.

7. Termination. This Agreement shall cease to be effective and shall terminate (a) upon the dissolution of the Authority, if the Authority has not issued the Bonds prior to its dissolution, or (b) if not terminated pursuant to clause (a), upon the disbursement by the Funding Recipient of all amounts in the Building Removal Account. Notwithstanding the foregoing, the provisions of the fourth paragraph of Section 3 and the provisions of Section 6 shall survive such termination.

8. Amendment. This Agreement may be amended at any time but only in writing signed by (a) prior to the dissolution of the Authority, the Authority, the Administrator and the Funding Recipient, and (b) after dissolution of the Authority, the Administrator and the Funding Recipient.

9. Entire Agreement. This Agreement contains the entire agreement among the parties with respect to the matters provided for herein and supersedes all prior agreements and negotiations between the parties with respect to the subject matter of this Agreement.

10. Notices. Any notice required or permitted by this Agreement to be given or delivered to another party shall be deemed to have been received when personally delivered or seventy-two hours following deposit of the same in any United States Post Office in California, registered or certified, postage prepaid, addressed as follows:

The Authority:	Fort Ord Reuse Authority 920 2nd Avenue, Suite A Marina, California 93933 Attention: Executive Officer
Administrator:	City of Marina 211 Hillcrest Avenue Marina, California 93933 Attention: City Manager
Funding Recipient:	Transportation Agency for Monterey County 55-B Plaza Circle Salinas, California 93901 Attention: Executive Director

A copy of any notice to be given to the Authority hereunder shall be given to the Administrator. Each party may change its address for delivery of notice by delivering written notice of such change of address to the other parties hereto.

11. Exhibit. The exhibit attached hereto is incorporated into this Agreement by this reference.

12. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

13. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

14. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by another party hereto, or the failure by a party to exercise its rights upon the default of another party, shall not constitute a waiver of such party's right to insist and demand strict compliance by such other party with the terms of this Agreement thereafter.

15. No Third Party Beneficiaries. No person or entity (including but not limited to the Trustee or the owners of the Bonds) shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than Administrator, the Authority and Funding Recipient, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute but one instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

FORT ORD REUSE AUTHORITY

By: _____
Joshua Metz,
Executive Officer

CITY OF MARINA, CALIFORNIA,
as Administrator

By: _____
Layne Long,
City Manager

TRANSPORTATION AGENCY FOR
MONTEREY COUNTY

By: _____
Debbie Hale,
Executive Director

06006.05:J16858

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

FORT ORD REUSE AUTHORITY

By: _____
Joshua Metz,
Executive Director

CITY OF MARINA, CALIFORNIA,
as Administrator

By: _____
Layne Long,
City Manager

TRANSPORTATION AGENCY FOR
MONTEREY COUNTY

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Debbie Hale,
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FORT ORD REUSE AUTHORITY

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CITY OF MARINA, CALIFORNIA,
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By: _____
Layne Long,
City Manager

TRANSPORTATION AGENCY FOR
MONTEREY COUNTY

By: _____
Debbie Hale,
Executive Director

06006.05:J16858

EXHIBIT A

BUILDING REMOVAL COSTS AND RELATED PARCEL

"Building Removal Costs" means the costs of Building Removal, including, without limitation, all costs of planning, engineering, management, risk management (including insurance premiums, legal fees and litigation costs associated with the Building Removal), and associated administrative services required to removed blighted buildings from certain parcel(s) of property within the boundaries of the former Fort Ord listed below.

"Building Removal" means any or all of the following: waste characterization, abatement, building demolition, building removal, building repair, waste disposal, and remediation of buildings and building sites located at certain parcel of property within the boundaries of the former Fort Ord listed below.

The parcel on which the Building Removal activities of the Funding Recipient may occur is as follows:

Jurisdiction	USACE Parcel Number	Description
City of Marina	L20.16.1	TAMC Transit Center

MEMORANDUM OF AGREEMENT
REGARDING FUNDING TO BE PROVIDED FOR REMOVAL OF THE
CITY OF MARINA STOCKADE AND ANCILLARY BUILDINGS

This Memorandum of Agreement ("MOA") is made and entered into effective as of June 9, 2020, (the "Effective Date") by and between the Fort Ord Reuse Authority ("FORA"), a California public agency, and the City of Marina (the "City"), a California charter city. FORA and the City are sometimes referred to herein in the singular as a "Party" and collectively as the "Parties."

Recitals

A. Early in 2016, FORA and the City began discussions regarding the removal of certain buildings on former Fort Ord including the former Fort Ord Stockade (the "Stockade") and ancillary buildings, all as shown on Exhibit A attached hereto and by this reference made a part hereof. The ancillary buildings may collectively with the Stockade be referred to as the "Stockade Complex." The Stockade Complex is situated on approximately 13.4 acres of land located in the City east of the Marina Equestrian Center between 9th Street and Imjin Parkway on former Fort Ord. The Stockade Complex and the land on which is situated have been transferred by FORA to the City and are now owned by the City.

B. In February 2017, FORA's Board of Directors (the "Board") awarded a professional services contract for hazardous materials assessment services to Vista Environmental Consulting. Vista Environmental Consulting has finished a focused hazardous materials assessment of specific buildings/facilities within the Stockade Complex, but delivery of project close-out information remains to be completed.

C. In November 2017, the Board awarded Harris & Associates a contract for project management, preparation of plans, specifications, and estimates (PS&E) documents, and bid preparation services. Harris & Associates' services have largely been performed, but delivery of project close-out information remains to be completed.

D. In the fall of 2019, FORA authorized The Don Chapin Company to detach and cap specific underground wet utilities at the Stockade Complex. The Don Chapin Company has completed the field/construction work, but delivery of project close-out information remains to be completed.

E. Plans, specifications, and estimates for the abatement and removal of specific buildings/facilities within the Stockade Complex as described in the "Fort Ord Reuse Authority, Hazardous Material and Building Removal Stockade Phase 1, 2 & 3, Request for Sealed Bid Proposals S202-RFP1" (published 10/03/19) including all attachments; serve to define the "Project" for purposes of this MOA. Bids for the Project were solicited, received, and reviewed and on December 11, 2019, FORA issued its "Notice of Intent to Award (S201-RFP-1) Stockade Hazardous Materials and Building Removal" to award a contract for the Project to PARC Environmental.

F. On March 19, 2020, FORA elected not to proceed with the Project and issued a notice rejecting all bids.

G. FORA has not received any stop notices in connection with the Project.

H. FORA's Capital Improvement Program for fiscal year 2019/2020 includes the planned removal of the Project. The Board has recently approved and committed to reserving the amount of Two Million Fifty Thousand Dollars ($2,050,000) to cover the currently estimated cost of the Project.

I. FORA has now requested that the City undertake the Project and the City is willing to do so, each on all of the terms and conditions set forth in this MOA. Accordingly, the Parties now wish to enter into this MOA to provide for the amount of Two Million Fifty Thousand Dollars ($2,050,000) to be transferred to the City as funds to carry out the Project.

J. FORA is scheduled to terminate in accordance with state law on June 30, 2020 (FORA's Termination Date").

K. Upon execution of this MOA, the City will become the Lead Agency for the Project and the waste generator with respect to any hazardous materials associated with the Project.

Agreement

In consideration of the mutual terms, covenants and conditions contained herein the Parties agree as follows:

1. **Recitals.** The Recitals set forth above are true and correct and are incorporated into this MOA by this reference.

2. **FORA's Obligations.** Within seven (7) calendar days of the execution of this MOA, FORA will transfer and pay to the order of the City, and the City agrees to accept from FORA, the amount of Two Million Fifty Thousand Dollars ($2,050,000) in full satisfaction of any obligation of FORA to provide funding to abate and remove hazardous materials and deconstruct and remove the Stockade Complex. FORA will close out the contracts with Vista Environmental Consulting, Harris & Associates, and The Don Chapin Company (collectively, the "Contractors") and make good faith and commercially reasonable efforts to arrange for the timely completion of services, delivery of work products, and transfer of information which FORA has authorized and for which FORA has made payment but which remain to be performed by the Contractors as of the time of the applicable contract close out; provided, however, that FORA shall not be obligated to incur any out-of-pocket expense in connection with any efforts beyond contract close out and any amounts required to be paid for the completion of services, delivery of work products, and transfer of information not already paid

for by FORA at the time of contract close out shall be the responsibility of the City.

3. **City's Obligations.** The City will use the funds received from FORA to promptly complete the removal of hazardous materials and deconstruction and removal of the Stockade Complex. The City will enter into agreements for the completion of the Project (which agreements shall include requirements to pay prevailing wages in accordance with state law and the FORA Master Resolution), will have final approval of all contractors or consultants employed on the Project, and will be responsible for paying all costs. The City shall timely and fully carry out all responsibilities as Lead Agency for the Project, including without limitation the implementation and supervision of any mitigation monitoring program adopted in connection with any environmental approvals for the Project. Environmental permitting, monitoring, and reporting requirements are identified in the Project plans and specifications listed in Exhibit B. Similarly, as to any hazardous material removed, transported, or disposed of in connection with the Project on or after the Effective Date, the City shall timely and fully carry out all responsibilities as waste generator for the Project, including without limitation by signing manifests for any such hazardous material.

4. **Notification to State Clearinghouse.** Promptly following the execution of this MOA, the Parties shall cooperate in providing appropriate notification to the California Office of Planning and Research's State Clearinghouse that FORA is no longer the Lead Agency for the Project and that the City has assumed that role.

5. **Term.** The term of this MOA shall begin on the Effective Date and continue until FORA's Termination Date, unless terminated earlier as provided herein; provided, however, that the City's obligations to complete the Project in accordance with the terms of this MOA shall remain in full force and effect until final completion of the Project.

6. **Accounting and Records.** FORA (until FORA's Termination Date) and the City shall each maintain and account for the funds related to the Project. Attached as Exhibit B is a list of the contracts, plans, specifications, estimates, bid documents and other records relating to the Project of which the City has already been provided copies. Promptly following the execution of this MOA, FORA will exercise good faith and commercially reasonable efforts to provide the City with copies of available and appropriate documents and records pertaining to the Project which have reasonably been requested by the City in writing. The Parties acknowledge that due to the COVID 19 pandemic, not all private companies are currently open for business and that requests for documents from Vista Environmental Consulting, Harris & Associates, or The Don Chapin Company may not be capable of being responded to before FORA's Termination Date.

7. **Parties' Representatives.** This MOA shall be coordinated between the Parties through the City's Director of Public Works and FORA's Executive Officer.

8. **Advertising & Media Release.** Except as may be required by applicable law (including without limitation the California Public Records Act), FORA shall not release informational material related to this MOA or the Project to the media without first obtaining approval from the

City. FORA shall inform the City of all requests for interviews by media related to this MOA or the Project before such interviews take place; and the City is entitled to have a representative present at such interviews. The City shall provide to FORA language for all press releases concerning the Project.

9. **Indemnification.** Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees.

10. **Termination.** If through any cause either Party fails to fulfill in a timely and proper manner its obligations under this MOA, or violates any of the terms or conditions of this MOA or applicable Federal or State laws and regulations, the non-breaching Party may terminate this MOA upon seven (7) calendar days written notice to the breaching Party. In the event that the Project has not been completed within ten (10) years after the Effective Date of this MOA, then any funds remaining unexpended as of that date shall be distributed as follows: Twenty percent (20%) may be retained by the City and twenty percent (20%) shall be distributed to each of the County of Monterey and the Cities of Del Rey Oaks, Monterey, and Seaside.

11. **Applicable Law.** This MOA shall be construed and interpreted under the laws of the State of California.

12. **Severability.** In the event any part of this MOA is declared by a court of competent jurisdiction to be invalid, void or unenforceable, such part shall be deemed severed from the remainder of the MOA and the remaining provisions shall continue in full force without being impaired or invalidated in any way.

13. **Assignment.** Neither Party may assign this MOA or any part hereof, without written consent and prior approval of the other Party and any assignment without said consent shall be void and unenforceable.

14. **Amendment.** No amendment, modification, alteration, or variation of the terms of this MOA shall be valid unless made in writing and signed by authorized representatives for the Parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the Parties thereto.

15. **Time of the Essence.** Time is of the essence for each and every provision of this MOA.

16. **Notices.** Any notice required or permitted under this MOA, shall be in writing and shall be deemed served on the date personally delivered or three (3) business days after being sent by certified mail, return receipt requested, addressed as follows, unless otherwise notified in writing of a change of address:

To the City: City Manager
City of Marina
211 Hillcrest Avenue
Marina, CA 93933

To FORA: Executive Officer
Fort Ord Reuse Authority
920 2nd Avenue, Suite A
Marina, CA 93933

17. **Authority.** Each Party represents and warrants to the other Party that it is authorized to execute, deliver and perform this MOA, and the terms and conditions hereof are valid and binding obligations of the Party making this representation.

18. **Compliance with Laws.** The Parties agree to comply with all applicable local, state and federal laws and regulations. The City further agrees to comply with all applicable public works contracting requirements.

19. **Venue.** Both Parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought thereunder shall be Monterey County, California.

20. **Survival.** All rights and obligations hereunder that by their nature are to be performed after any expiration or termination of this MOA shall survive any such expiration or termination.

21. **Relationship of the Parties.** It is understood that this MOA is entered into by and between two public entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture, or any other similar association.

22. **Third-Party Beneficiaries.** In order to provide a mechanism for enforcement of the City's obligations under this MOA after FORA's Termination Date (including without limitation the obligation to distribute unexpended funds in the event that the Project is not timely completed), the County of Monterey and the Cities of Del Rey Oaks, Monterey and Seaside are each hereby made an intended third-party beneficiary of this MOA.

23. **Agreement Shall Bind Successors.** The covenants and agreements of this MOA shall inure to the benefit of, and shall be binding upon, each of the Parties and their respective permitted successors and assigns.

24 **Interpretation.** This MOA, as well as its individual provisions, shall be deemed to have been prepared equally by both of the Parties hereto, and shall not be construed or interpreted more favorably for one Party on the basis that the other Party prepared it.

25. **Counterparts.** This MOA may be signed in counterparts, each of which shall constitute an original, but all of which shall constitute one and the same agreement. The signature page of

this MOA or any Amendment may be executed by way of a manual or authorized signature. Delivery of an executed counterpart of a signature page to this MOA or an Amendment by electronic transmission scanned pages shall be deemed effective as a delivery of a manually or digitally executed counterpart to this MOA or any Amendment.

26. **Reserved.**

27. **Entire Agreement.** This MOA contains the entire understanding between the Parties and supersedes any prior written or oral understandings and agreements regarding the subject matter of this MOA. There are no representations, agreements, arrangements or understandings, or written, between the Parties relating to the subject matter of this MOA which are not fully expressed herein.

The Parties have executed this MOA on the date(s) written below:

FORT ORD REUSE AUTHORITY

Joshua Metz
Executive Officer

Date: June 9, 2020

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Authority Counsel

CITY OF MARINA

Layne Long
City Manager

Date: JUNE 5, 2020

Deputy City Clerk

City Attorney

MEMORANDUM OF AGREEMENT
REGARDING FUNDING TO BE PROVIDED FOR
THE SOUTH BOUNDARY ROADWAY AND THE INTERSECTION AT GENERAL JIM MOORE BOULEVARD IMPROVEMENTS

This Memorandum of Agreement ("MOA") is made and entered into effective as of May 26, 2020, (the "Effective Date") by and between the Fort Ord Reuse Authority ("FORA"), a California public agency, and the City of Del Rey Oaks (the "City"), a California general law city. FORA and the City are sometimes referred to herein in the singular as a "Party" and collectively as the "Parties."

Recitals

A. The "Improvements" consist of (i) relocation and/or reconfiguration of the existing intersection of General Jim Moore Boulevard with South Boundary Road and (ii) an upgrade of that portion of South Boundary Road located between its intersection with General Jim Moore Boulevard to 200 feet east of its intersection with Rancho Saucito Road.

B. FORA entered into a professional services contract dated November 17, 2017 with Whitson Engineers, Inc. ("Whitson") for engineering services in connection with the contemplated Improvements, which contract was subsequently amended four (4) times (and as so amended may be referred to herein as the "Contract"). Whitson's work under the Contract has not yet been completed.

C. FORA is scheduled to terminate in accordance with state law on June 30, 2020 ("FORA.'s Termination Date"). It is not possible to complete the Improvements before FORA's Termination Date and accordingly FORA will not undertake the Improvements. However, the City wishes to undertake the Improvements following FORA's sunset and FORA is willing to make the below-described funding available to the City, each on all of the terms and conditions set forth in this MOA.

D. FORA's Capital Improvement Program for fiscal years 2018/2019 and 2019/2020 includes the Improvements. FORA's Board of Directors (the "Board") has recently approved and committed to reserving the amount of Seven Million Two Hundred Sixty-Nine Thousand Eight Hundred Thirteen Dollars ($7,269,813) to be available to cover the currently estimated construction and related costs of the South Boundary Roadway elements of the Improvements (to be deposited into an escrow account established with Fidelity National Title, Inc. as escrow holder); One Million Fifty-Six Thousand One Hundred Sixty-Eight Dollars ($1,056,168) to be available to cover the currently estimated construction and related costs of the Intersection at General Jim Moore Boulevard elements of the Improvements (to be deposited into a separate escrow account established with Fidelity National Title, Inc. as escrow holder); and Five Hundred Eighteen Thousand Five Hundred Sixty-Four Dollars ($518,564) to be available to cover the combined design services estimate for the Improvements (to be transferred to the City). Accordingly, the Parties now wish to enter into this MOA to provide for the aggregate amount of Eight Million Eight Hundred Forty-Four Thousand Five Hundred Forty-Five Dollars

($8,844,545) to be deposited into escrow accounts and transferred to the City as outlined above (which funds may collectively be referred to as the "Improvement Funds").

E. Inasmuch as FORA will not be carrying out the Improvements, but rather will only make the Improvement Funds available to the City as provided in this MOA, responsibility for any further necessary environmental analysis, review, or approvals, implementation and supervision of any mitigation measures or monitoring program adopted in connection with any environmental approvals for the Improvements, coordination with the City of Monterey or any other governmental entities, and defense of any action brought to challenge completion of the Improvements, environmental approvals relating thereto, or any failure of the City to timely and fully carry out all responsibilities as lead agency for the Improvements in compliance with all applicable laws shall be that of the City and not of FORA.

Agreement

In consideration of the mutual terms, covenants and conditions contained herein the Parties agree as follows:

1. **Recitals.** The Recitals set forth above are true and correct and are incorporated into this MOA by this reference.

2. **FORA's Obligations.** Within seven (7) calendar days of the full signing of this MOA, FORA will deposit Seven Million Two Hundred Sixty-Nine Thousand Eight Hundred Thirteen Dollars ($7,269,813) and One Million Fifty-Six Thousand One Hundred Sixty-Eight Dollars ($1,056,168) into the escrow accounts described above and transfer and pay to the order of the City Five Hundred Eighteen Thousand Five Hundred Sixty-Four Dollars ($518,564). The City agrees to accept from FORA, the aggregate amount of Eight Million Eight Hundred Forty-Four Thousand Five Hundred Forty-Five Dollars ($8,844,545), as so deposited into escrow accounts and paid to the City in full satisfaction of any obligation of FORA to provide funding for the Improvements. With the consent of Whitson, FORA will assign the Contract to the City.

3. **City's Obligations.** With the consent of Whitson, the City will accept assignment of the Contract from FORA. The City may in its discretion use the Improvement Funds to complete the Improvements or any portion thereof; provided, however, that the, City may not use the Improvement Funds for any other purpose. If the City enters into any agreements for the completion of the Improvements or any portion thereof and uses any of the Improvement Funds to pay for such work, those agreements shall include requirements to pay prevailing wages in accordance with state law and the FORA Master Resolution. To the extent that the Improvement Funds are insufficient to fully cover completion of the Improvements, the City will be responsible for paying or arranging for the payment of any excess costs. From and after the full signing of this MOA, the City shall timely and fully carry out all responsibilities as lead agency for the Improvements in compliance with all applicable laws.

4. **Notification to State Clearinghouse.** Promptly following the full signing of this MOA, the Parties shall cooperate in providing appropriate notification to the California Office of Planning and Research's State Clearinghouse that FORA is not carrying out the Improvements and that the City has assumed the role of lead agency for the Improvements.

5. **Term.** The term of this MOA shall begin on the Effective Date and continue until FORA's Termination Date, unless terminated earlier as provided herein; provided, however, that the City's obligations to (a) use the Improvement Funds solely for completion of the Improvements or a portion thereof, as set forth in Section 3 above and (b) distribute unexpended funds in accordance with the terms of this MOA if the Improvements are not timely completed, as set forth in Section 10 below shall remain in full force and effect until final completion of the Improvements as evidenced by the recording of Notices of Completion in the Official Recordsof Monterey County.

6. **Accounting and Records.** FORA (until FORA's Termination Date) and the City shall each maintain and account for the funds related to the Improvements. Promptly following the full signing of this MOA, FORA will coordinate with the City to identify goals and needs with respect to information transfer and to develop a program to implement the same before FORA's Termination Date. FORA will exercise good faith and commercially reasonable efforts to provide the City with copies of available and appropriate documents and records pertaining to the Improvements which have reasonably been requested by the City in writing.

7. **Parties' Representatives.** This MOA shall be coordinated between the Parties through the City's Manager and FORA's Executive Officer.

8. **Reserved.**

9. **Indemnification.** Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees.

10. **Termination.·** If through any cause either Party fails to fulfill in a timely and proper manner its obligations under this MOA, or violates any of the terms or conditions of this MOA or applicable Federal or State laws and regulations, the non-breaching Party may terminate this MOA upon seven (7) calendar days written notice to the breaching Party. In the event that the Improvements have not been completed within ten (10) years after the Effective Date of this MOA, then any funds remaining unexpended as of that date shall be distributed as follows: Twenty percent (20%) may be retained by the City and twenty percent (20%) shall bedistributed to each of the County of Monterey and the Cities of Marina, Monterey, and Seaside.

11. **Applicable Law.** This MOA shall be construed and interpreted under the laws of the State of California.

12. **Severability.** In the event any part of this MOA is declared by a court of competent jurisdiction to be invalid, void or unenforceable, such part shall be deemed severed from the remainder of the MOA and the remaining provisions shall continue in full force without being impaired or invalidated in any way.

13. **Assignment.** Neither Party may assign this MOA or any part hereof, without written consent and prior approval of the other Party and any assignment without said consent shall be void and unenforceable.

14. **Amendment.** No amendment, modification, alteration, or variation of the terms of this MOA shall be valid unless made in writing and signed by authorized representatives for the Parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the Parties thereto.

15. **Time of the Essence.** Time is of the essence for each and every provision of this MOA.

16. **Notices.** Any notice required or permitted under this MOA, shall be in writing and shall be deemed served on the date personally delivered or three (3) business days after being sent by certified mail, return receipt requested, addressed as follows, unless otherwise notified in writing of a change of address:

To the City: City Manager
City of Del Rey Oaks
650 Canyon Del Rey Boulevard
Del Rey Oaks, CA 93940

To FORA: Executive Officer
Fort Ord Reuse Authority
920 2nd Avenue, Suite A
Marina, CA 93933

17. **Authority.** Each Party represents and warrants to the other Party that it is authorized to execute, deliver and perform this MOA, and the terms and conditions hereof are valid and binding obligations of the Party making this representation.

18. **Compliance with Laws.** The Parties agree to comply with all applicable local, state and federal laws and regulations. The City further agrees to comply with all applicable public works contracting requirements.

19. **Venue.** Both Parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought thereunder shall be Monterey County, California.

20. **Survival.** All rights and obligations hereunder that by their nature are to be performed after any expiration or termination of this MOA shall survive any such expiration or termination.

21. **Relationship of the Parties.** It is understood that this MOA is entered into by and between two public entities and is not intended to, and shall not be construed to,create the relationship of agent, servant, employee, partnership, joint venture, or any other similar association.

22. **Third-Party Beneficiaries.** In order to provide a mechanism for enforcement of the City's obligations set forth in clauses (a) and (b) of Section 5 above after FORA's Termination Date, the County of Monterey and the Cities of Marina, Monterey and Seaside are each hereby made an intended third-party beneficiary of this MOA.

23. **Reserved.**

24 **Interpretation.** This MOA, as well as its individual provisions, shall be deemed to have been prepared equally by both of the Parties hereto, and shall not be construed or interpreted more favorably for one Party on the basis that the other Party prepared it.

25. **Counterparts.** This MOA may be signed in counterparts, each of which shall constitute an original, but all of which shall constitute one and the same agreement. The signature page of this MOA or any Amendment may be executed by way of a manual or authorized signature. Delivery of an executed counterpart of a signature page to this MOA or an Amendment by electronic transmission scanned pages shall be deemed effective as a delivery of a manually or digitally executed counterpart to this MOA or any Amendment.

26. **Reserved.**

27. **Entire Agreement.** This MOA contains the entire understanding between the Parties and supersedes any prior written or oral understandings and agreements regarding the subject matter of this MOA. There are no representations, agreements, arrangements or understandings, or written, between the Parties relating to the subject matter of this MOA which are not fully expressed herein.

The Parties have executed this MOA on the date(s) written below:

FORT ORD REUSE AUTHORITY

Joshua Metz
Executive Officer

Date: June 10, 2020

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Authority Counsel

CITY OF DEL REY OAKS

Dino Pick
City Manager

Date: June 5, 2020

City Clerk

City Attorney

MEMORANDUM OF AGREEMENT
REGARDING FUNDING TO BE PROVIDED FOR THE REPAIR OF
STORM WATER INFILTRATION UNITS - EUCALYPTUS ROAD

This Memorandum of Agreement ("MOA"), is made and entered into effective as of June 19, 2020 (the "Effective Date") by and between the Fort Ord Reuse Authority ("FORA"), a California public agency, and the City of Seaside (the "City"), a California general law city. FORA and the City are sometimes referred to herein in the singular as a "Party" and collectively as the "Parties."

Recitals

A. FORA's Capital Improvement Program for fiscal year 2019/2020 includes repair of storm water infiltration units installed within Eucalyptus Road, as more fully described in the draft final plans attached hereto as Exhibit A (the "Repairs"). FORA's Board of Directors recently approved the amount of One Million One Hundred Twenty Thousand Dollars ($1,120,000) to cover the currently estimated cost of the Repairs (the "Budgeted Repair Costs").

B. FORA is scheduled to terminate in accordance with state law on June 30, 2020 ("FORA's Termination Date"). FORA does not have sufficient time or management resources to successfully execute the completion of the Repairs by FORA's Termination Date, but the City has such resources and desires to complete the Repairs.

C. As FORA's Termination Date approaches, it is anticipated that approximately Ten Thousand Five Hundred Thirty Dollars ($10,530) of the funds originally budgeted in connection with design services during the construction stage of the Repairs (the "Budgeted Construction Related Costs") will remain unexpended.

D. FORA has now requested that the City undertake the Repairs and the City is willing to do so, each on all of the terms and conditions set forth in this MOA. Accordingly, the Parties now wish to enter into this MOA to provide for the transfer to the City of (i) the Budgeted Repair Costs and (ii) the unexpended portion of the Budgeted Construction Related Costs (but not to exceed Ten Thousand Five Hundred Thirty Dollars ($10,530) (which collectively with the Budgeted Repair Costs may be referred to herein as the "Transferred Repair Funds"), each for use by the City as funds to carry out the Repairs.

E. Upon the full signing of this MOA, the City will carry out the Repairs in compliance with applicable law, including by acting as lead agency if and to the extent that a lead agency for the Repairs may be required under the California Environmental Quality Act.

Agreement

In consideration of the mutual terms, covenants and conditions contained herein the Parties agree as follows:

1. **Recitals.** The Recitals set forth above are to the best of the knowledge of the Parties true and correct and are incorporated into this MOA by this reference.

2. **FORA's Obligations.** Within seven (7) calendar days of the full signing of this MOA, FORA will transfer and pay to the order of the City, and the City agrees to accept from FORA, the Transferred Repair Funds, in full satisfaction of any obligation of FORA to provide funding to complete the Repairs.

3. **City's Obligations.** The City will use the Transferred Repair Funds to promptly complete the Repairs on Eucalyptus Road Infiltrators, which will ultimately become the property of the City. The City will enter into agreements for the completion of the Repairs (which agreements shall include requirements to pay prevailing wages in accordance with state law and the FORA Master Resolution), will have final approval of all contractors or consultants, designs and methods employed in making the Repairs, and will be responsible for paying all costs as well as retaining any cost savings. The City shall timely and fully carry out all responsibilities, if any, as lead agency for the Repairs.

4. **Notification to State Clearinghouse.** Promptly following the full signing of this MOA, the Parties shall cooperate in providing appropriate notification to the California Office of Planning and Research's State Clearinghouse that FORA is not the lead agency for the Repairs and that, to the extent that a lead agency for the Repairs may be required under applicable law, the City has assumed that role.

5. **Term.** The term of this MOA shall begin on the Effective Date and continue until FORA's Termination Date, unless terminated earlier as provided herein; provided, however, that the City's obligations to complete the Repairs in accordance with the terms of this MOA shall remain in full force and effect until final completion of the Repairs, as evidenced by the recording of a Notice of Completion in the Official Records of Monterey County.

6. **Accounting and Records.** FORA (until FORA's Termination Date) and the City shall each maintain and account for the funds related to the Repairs. Attached as Exhibit B is a list of the documents relating to the Repairs of which the City has already been provided electronic copies. Promptly following the full signing of this MOA, FORA will exercise good faith and commercially reasonable efforts to provide the City with copies of available and appropriate records pertaining to the Repairs which have reasonably been requested by the City in writing.

7. **Parties' Representatives.** All work under this MOA shall be coordinated between the Parties through the City's Manager and FORA's Executive Officer.

8. **Reserved.**

9. **Indemnification.** Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees.

10. **Termination.** If through any cause either Party fails to fulfill in a timely and proper manner its obligations under this MOA, or violates any of the terms or conditions of this MOA or applicable Federal or State laws and regulations, the non-breaching Party may terminate this MOA

upon seven (7) calendar days written notice to the breaching Party. In the event that the Repairs have not been completed within ten (10) years after the Effective Date of this MOA, then any funds remaining unexpended as of that date shall be distributed as follows: Twenty percent (20%) may be retained by the City and twenty percent (20%) shall be distributed to each of the County of Monterey and the Cities of Del Rey Oaks, Marina, and Monterey.

11. **Applicable Law.** This MOA shall be construed and interpreted under the laws of the State of California.

12. **Severability.** In the event any part of this MOA is declared by a court of competent jurisdiction to be invalid, void or unenforceable, such part shall be deemed severed from the remainder of the MOA and the remaining provisions shall continue in full force without being impaired or invalidated in any way.

13. **Assignment.** Neither Party may assign this MOA or any part hereof, without written consent and prior approval of the other Party and any assignment without said consent shall be void and unenforceable.

14. **Amendment.** No amendment, modification, alteration or variation of the terms of this MOA shall be valid unless made in writing and signed by authorized representatives for the Parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the Parties thereto.

15. **Time of the Essence.** Time is of the essence for each and every provision of this MOA.

16. **Notices.** Any notice required or permitted under this MOA, shall be in writing and shall be deemed served on the date personally delivered or three (3) business days after being sent by certified mail, return receipt requested, addressed as follows, unless otherwise notified in writing of a change of address:

To the City: City Manager
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

w/ Email copy to cityattorney@ci.seaside.ca.us

To FORA: Executive Officer
Fort Ord Reuse Authority
920 2nd Avenue, Suite A
Marina, CA 93933

17. **Authority.** Each Party represents and warrants to the other Party that it is authorized to execute, deliver and perform this MOA, and the terms and conditions hereof are valid and binding obligations of the Party making this representation.

18. **Compliance with Laws.** The Parties agree to comply with all applicable local, state and federal laws and regulations. The City further agrees to comply with all applicable public works contracting requirements.

19. **Venue.** Both Parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought thereunder shall be Monterey County, California.

20. **Survival.** All rights and obligations hereunder that by their nature are to be performed after any expiration or termination of this MOA shall survive any such expiration or termination.

21. **Relationship of the Parties.** It is understood that this MOA is entered into by and between two public entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture, or any other similar association.

22. **Third-Party Beneficiaries.** In order to provide a mechanism for enforcement of the City's obligations under this MOA after FORA's Termination Date, the County of Monterey is hereby made an intended third-party beneficiary of this MOA until recordation of the Notice of Completion referred to in Paragraph 5 hereinabove.

23. **Reserved.**

24. **Interpretation.** This MOA, as well as its individual provisions, shall be deemed to have been prepared equally by both of the Parties hereto, and shall not be construed or interpreted more favorably for one Party on the basis that the other Party prepared it.

25. **Counterparts.** This MOA may be signed in counterparts, each of which shall constitute an original, but all of which shall constitute one and the same agreement. The signature page of this MOA or any Amendment may be executed by way of a manual or authorized signature. Delivery of an executed counterpart of a signature page to this MOA or an Amendment by electronic transmission scanned pages shall be deemed effective as a delivery of a manually or digitally executed counterpart to this MOA or any Amendment.

26. **Reserved.**

27. **Entire Agreement.** This MOA contains the entire understanding between the Parties and supersedes any prior written or oral understandings and agreements regarding the subject matter of this MOA. There are no representations, agreements, arrangements or understandings, or written, between the Parties relating to the subject matter of this MOA which are not fully expressed herein.

[*signatures appear on following page(s)*]

The Parties have executed this MOA on the date(s) written below:

FORT ORD REUSE AUTHORITY

Joshua Metz
Executive Officer

Date: 6/19/20

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Jon Giffen
Authority Counsel

CITY OF ~~MARINA~~ SEASIDE

Craig Malin
City Manager

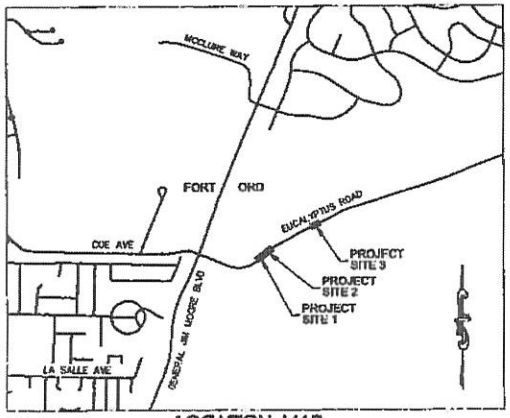
Date: 6/17/20

City Clerk

Sheri Damon
City Attorney

FORT ORD REUSE AUTHORITY
EUCALYPTUS ROAD INFILTRATION UNIT REPAIRS
CITY OF SEASIDE, MONTEREY COUNTY, CALIFORNIA

EXHIBIT A to MOA Regarding Funding to be Provided for the Repair of Storm Water Infiltration Units - Eucalyptus Road



LOCATION MAP
NOT TO SCALE

PROJECT CONTACT INFORMATION

OWNER:
SCOTT OTTMAR, PE
CITY OF SEASIDE
PHONE: (831) 899-4805
EMAIL: SOTTMAR@CI.SEASIDE.CA.US

CIVIL ENGINEER:
DAVID PEZZINI, PE
HARRIS & ASSOCIATES
PHONE: (831) 256-7620
EMAIL: DAVID.PEZZINI@WEAREHARRIS.COM

PROJECT MANAGER:
PETER SAID
FORT ORD REUSE AUTHORITY
PHONE: (831) 883-3672
EMAIL: PETER@FORA.ORG

CONSTRUCTION MANAGER:
DANA VAN HORN, PE
HARRIS & ASSOCIATES
PHONE: (831) 758-8676
EMAIL: DANA.VANHORN@WEAREHARRIS.COM

INDEX OF DRAWINGS

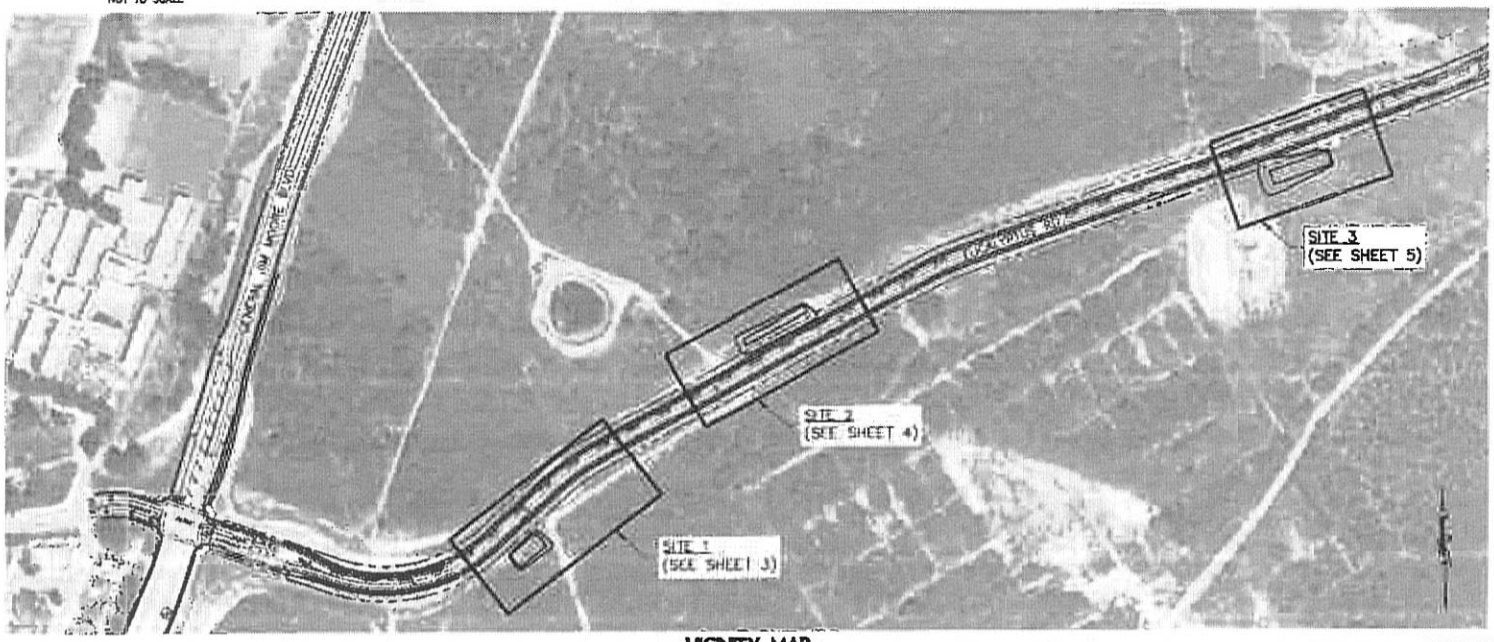
SHEET #	DRAWING #	DESCRIPTION
1	T-01	TITLE SHEET
2	N-01	NOTES AND ABBREVIATIONS
3	C-01	SITE 1 - PLAN AND PROFILE
4	C-02	SITE 2 - PLAN AND PROFILE
5	C-03	SITE 3 - PLAN AND PROFILE
6	CD-01	BIORETENTION BASIN CROSS SECTIONS
7	CD-02	CONSTRUCTION DETAILS
8	CD-03	STORMTECH MC-4500 DETAILS
9	EC-01	EROSION CONTROL PLAN

BENCHMARK

A MAGNETIC AND BRASS WASHER STAMPED "BESTOR ENGINEERS" SET IN THE EASTERN PAVED SHOULDER OF GENERAL JIM MOORE BLVD, APPROXIMATELY 200' SOUTHERLY OF THE CENTERLINE OF EUCALYPTUS ROAD. ELEVATION: 332.31 (NGVD29)

STANDARD PLANS

STATE OF CALIFORNIA, STANDARD PLANS FOR CONSTRUCTION, 2018 ISSUED BY CALIFORNIA DEPARTMENT OF TRANSPORTATION.



VICINITY MAP
NOT TO SCALE

811 Know what's below. Call before you dig.

ENGINEERING ESTIMATES & FEASIBILITY IN PREPARATION FOR PROCUREMENT OF A POTENTIAL CONSTRUCTION CONTRACT; DOCUMENT EXEMPT FROM PUBLIC DISCLOSE UNTIL CONTRACT IS FULLY OBTAINED.

HARRIS & ASSOCIATES

EUCALYPTUS ROAD INFILTRATION UNIT REPAIRS
TITLE SHEET
CITY OF SEASIDE MONTEREY COUNTY CALIFORNIA

Date: 1/24/2020
Scale: AS SHOWN
Design: DP
Draw: MB
Approve:
Job No: 10012012

Drawing Number: T-01
Sheet Number: 1 of 9

DRAFT FINAL SUBMITTAL

I. GENERAL NOTES

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND THESE PLANS.
2. THE CONTRACTOR SHALL GIVE INSPECTORS, FIVE (5) WORKING DAYS ADVANCE NOTICE FOR INSPECTION SERVICES.
3. ALL REVISIONS TO THESE PLANS MUST BE REVIEWED AND APPROVED IN WRITING BY THE DESIGN ENGINEER PRIOR TO CONSTRUCTION OF AFFECTED ITEMS. REVISIONS SHALL BE ACCURATELY SHOWN ON REVISED PLANS.
4. ALL STREET, SIDEWALK AND HAUL ROUTES SHALL BE KEPT CLEAN AND CLEAR OF DEBRIS, DIRT AND DUST IN A MANNER ACCEPTABLE TO FORA.
5. EXCAVATIONS SHALL BE ADEQUATELY SHORED, BRACED AND SHEATHED SO THAT THE EARTH WILL NOT SLIDE OR SETTLE AND SO THAT EXISTING IMPROVEMENTS WILL BE FULLY PROTECTED FROM DAMAGE. ANY DAMAGE RESULTING FROM A LACK OF ADEQUATE SHORING, BRACING AND SHEATHING, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND HE SHALL COMPLETE NECESSARY REPAIRS OR RECONSTRUCTION AT HIS OWN EXPENSE. WHERE THE EXCAVATION FOR A CONDUIT TRENCH, AND/OR STRUCTURE IS FIVE (5) FEET OR MORE IN DEPTH, THE CONTRACTOR SHALL PROVIDE SHEATHING, SHORING AND BRACING IN CONFORMANCE WITH THE APPLICABLE CONSTRUCTION SAFETY ORDERS OF THE DIVISION OF INDUSTRIAL SAFETY OF THE STATE OF CALIFORNIA. THE CONTRACTOR SHALL COMPLY WITH OSHA REQUIREMENTS AT ALL TIMES.
6. THE CONTRACTOR SHALL PROVIDE DUST CONTROL FOR THE PROJECT SITE AT ALL TIMES. THE SITE SHALL BE SPRINKLED AS NECESSARY TO PREVENT DUST NUISANCE. IN THE EVENT THE CONTRACTOR NEGLECTS TO USE ADEQUATE MEASURES TO CONTROL DUST, FORA RESERVES THE RIGHT TO TAKE WHATEVER MEASURES ARE NECESSARY TO CONTROL DUST AND CHARGE THE COST TO THE CONTRACTOR.
7. DURING CONSTRUCTION, STREETS SHALL BE CLEANED AS OFTEN AS REQUIRED TO REMOVE ANY ACCUMULATION OF MUD AND DEBRIS RESULTING FROM THIS CONSTRUCTION.
8. IF IMPORT OR EXPORT OF DIRT IS NECESSARY, THE CONTRACTOR SHALL OBTAIN APPROVAL FOR THE HAULING ROUTE(S) FROM CITY OF SEASIDE. HAULING ROUTE(S) SHALL NOT GO THROUGH CSUMB CAMPUS. CONTRACTOR TO COORDINATE WITH THE CITY OF SEASIDE. THE HAULING ROUTES SHALL BE STRICTLY ADHERED TO BY THE CONTRACTOR AND ALL SUBCONTRACTORS. DIRT HAULING PERMIT REQUIRED.
9. ALL CONSTRUCTION STAKING SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
10. SHOULD IT APPEAR THAT THE WORK TO BE DONE OR ANY MATTER RELATIVE THERETO IS NOT SUFFICIENTLY DETAILED OR SPECIFIED IN THE CONSTRUCTION DOCUMENTS, THE CONTRACTOR SHALL NOTIFY FORA'S PROJECT MANAGER, BEFORE PROCEEDING WITH THE WORK IN QUESTION.
11. WHEN SPECIFICATIONS OR STANDARDS FROM DIFFERENT AUTHORITIES DIFFER FOR THE SAME SUBJECT MATTER, THE MORE STRINGENT SHALL GOVERN. IF THERE ARE ITEMS THAT CONTRADICT EACH OTHER IN THE BID DOCUMENTS AND THE CONTRACTOR DID NOT CLARIFY PRIOR TO THE BID, THEN THE STRICTER AND/OR BETTER QUALITY, SHALL APPLY.
12. UPON SATISFACTORY COMPLETION OF THE WORK, THE ENTIRE WORK SITE SHALL BE CLEANED UP AND LEFT WITH A SMOOTH AND NEATLY GRADED SURFACE FREE OF CONSTRUCTION WASTE AND RUBBISH OF ANY NATURE OR ANYTHING LARGER THAN 3 INCHES BY THE CONTRACTOR. EXCLUDES LANDSCAPING & TREES NOT DESIGNATED FOR REMOVAL.
13. CONTRACTOR SHALL COORDINATE WORK WITH MONTEREY BAY AIR RESOURCES DISTRICT (MBARD) PRIOR TO START. ALL WORK SHALL BE DONE IN COMPLIANCE WITH MBARD.
14. CONSTRUCTON SHALL BE LIMITED TO BETWEEN THE HOURS OF 7:00 A.M. AND 5:00 P.M., MONDAY THRU FRIDAY. ANY DEVIATIONS FROM THIS SCHEDULE WILL REQUIRE APPROVAL 48 HOURS IN ADVANCE BY FORA.
15. THE CONTRACTOR SHALL ERECT A TEMPORARY CONSTRUCTION FENCE ALONG THE PROJECT SITE TO SECURE THE SITE AS REQUIRED.
16. IN ORDER TO MINIMIZE CONSTRUCTION NOISE IMPACTS, ALL ENGINE DRIVEN CONSTRUCTION VEHICLES, EQUIPMENT AND PNEUMATIC TOOLS SHALL BE REQUIRED TO USE EFFECTIVE INTAKE AND EXHAUST MUFFLERS; EQUIPMENT SHALL BE PROPERLY ADJUSTED AND MAINTAINED; ALL CONSTRUCTION EQUIPMENT SHALL BE EQUIPPED WITH MUFFLERS IN ACCORDANCE WITH OSHA STANDARDS. CONTRACTOR SHALL COMPLY WITH CITY OF SEASIDE NOISE ORDINANCE REQUIREMENTS AT ALL TIMES.
17. THE CONTRACTOR SHALL NOTIFY FORA'S PROJECT MANAGER, IN WRITING, AT LEAST 48 HOURS PRIOR TO COMMENCING WORK OF ALL DIFFERENCES BETWEEN THE FIELD CONDITIONS AND THE DESIGN INDICATED ON THE PLANS. COMMENCEMENT OF THE RELATED WORK SHALL BE SUBJECT TO THE WRITTEN APPROVAL OF FORA BEFORE ALTERED WORK IS STARTED VIA REQUEST FOR INFORMATION OR CHANGE. UNAUTHORIZED WORK WILL BE AT THE CONTRACTOR'S RISK & EXPENSE AND MAY BE REQUIRED TO BE REPAIRED OR REPLACED IF NOT AUTHORIZED BY FORA, AT CONTRACTOR'S EXPENSE.
18. THE CONTRACTOR SHALL PROVIDE A QUALIFIED SUPERVISOR ON THE JOB SITE AT ALL TIMES DURING CONSTRUCTION.
19. THE CONTRACTOR SHALL COMPLY WITH ALL STATE, COUNTY, AND CITY LAWS AND ORDINANCES, REGULATIONS OF THE DEPARTMENT OF INDUSTRIAL RELATIONS, O.S.H.A., AND COMMISSION ON HEALTH AND SAFETY AND WORKER'S COMPENSATION RELATING TO SAFETY AND CHARACTER OF WORK, EQUIPMENT AND LABOR PERSONNEL.
20. THE STORING OF GOODS, EQUIPMENT AND/OR MATERIALS ON THE PUBLIC SIDEWALK AND/OR A PUBLIC STREET SHALL NOT BE ALLOWED UNLESS A SPECIAL PERMIT IS ISSUED BY FORA OR FORA'S REPRESENTATIVE.
21. THE CONTRACTOR SHALL OBTAIN ALL REQUIRED INSPECTION AND PERMITS, AND PROVIDE NOTICES REQUIRED BY THE CITY.

II. EXISTING CONDITIONS

1. EXISTING TOPOGRAPHIC INFORMATION SHOWN ON THESE PLANS IS BASED ON RECORD DOCUMENTS, AERIAL PHOTOGRAPHY, AND SUPPLEMENTAL TOPOGRAPHY BY WHITSON ENGINEERS.
2. CONTRACTOR SHALL REVIEW THE PLANS AND SPECIFICATIONS AND CONDUCT FIELD INVESTIGATIONS AS REQUIRED TO VERIFY EXISTING CONDITIONS AT THE PROJECT SITE.
3. INFORMATION REGARDING EXISTING SUBSURFACE IMPROVEMENTS AND UTILITIES SHOWN ON THESE PLANS WAS TAKEN FROM RECORD DATA KNOWN TO THE DESIGN ENGINEER AND IS NOT MEANT TO BE A FULL CATALOG OF EXISTING CONDITIONS. CONTRACTOR SHALL CONDUCT FIELD INVESTIGATIONS AS REQUIRED TO VERIFY THE LOCATION, SIZE, AND ELEVATION OF ALL EXISTING SUBSURFACE IMPROVEMENTS AND UTILITIES (WHETHER SHOWN ON THESE PLANS OR NOT) PRIOR TO THE COMMENCEMENT OF WORK. CONTRACTOR SHALL NOTIFY THE DESIGN ENGINEER IMMEDIATELY UPON DISCOVERY OF ANY DISCREPANCIES BETWEEN EXISTING CONDITIONS IN THE FIELD AND INFORMATION SHOWN ON THESE PLANS.
4. ALL UNDERGROUND UTILITIES MAY NOT BE SHOWN. THOSE SPECIFICALLY SHOWN ON PLANS ARE APPROXIMATE LOCATIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY EXACT LOCATION AND DEPTH OF UTILITIES THROUGH POTHOLING IN THE FIELD.
5. CONTRACTOR SHALL CALL "UNDERGROUND SERVICE ALERT" (U.S.A.) AT 811 AT LEAST 48 HOURS BEFORE ANY EXCAVATION OR GRADING WORK.
6. IF THE CONTRACTOR FAILS TO INVESTIGATE KNOWN OR UNKNOWN EXISTING SUBSURFACE IMPROVEMENTS PRIOR TO ANY CONSTRUCTION ACTIVITIES AND UNFORESEEN CONDITIONS ARISE, ALL COSTS AND SCHEDULE IMPACTS WILL BE BORNE BY THE CONTRACTOR.
7. MUNITIONS AND EXPLOSIVES OF CONCERN (MEC) MAY BE OBSERVED AT THE WORK SITE DURING CONSTRUCTION OPERATIONS. THE CONTRACTOR SHALL STOP ALL CONSTRUCTION ACTIVITIES IF MEC OR MEC-LIKE ITEMS ARE OBSERVED. PLEASE REFER TO SPECIFICATION SECTION 01 14 00 FOR MEC WORK RESTRICTIONS.

III. UTILITIES

1. CONTRACTOR SHALL MAKE ARRANGEMENTS AT LEAST THREE (3) WORKING DAYS IN ADVANCE WITH APPROPRIATE UTILITY COMPANIES PRIOR TO ANY DISCONNECTION, ABANDONMENT OF, OR WORK WITH THE LINES AND APPURTENANT STRUCTURES OF THE UTILITIES LISTED BELOW:

STORM DRAIN	– CITY OF SEASIDE
SANITARY SEWER	– MCWD
WATER	– MCWD
ELECTRICAL	– PG&E
TELEPHONE	– AT&T
GAS	– PG&E

IV. ABANDONMENT OF EX UTILITY PIPES AND/OR CONDUITS

1. EXISTING UTILITY PIPES AND/OR CONDUIT TO BE CAPPED AND ABANDONED IN PLACE, WHERE NOTED.
2. ABANDON EXISTING INFILTRATION UNITS BY FILLING IN WITH A MIXTURE OF 3-SACK CEMENT AND APPROVED EXCAVATED MATERIAL FROM THE NEAREST BIORETENTION BASIN AREA

V. SEDIMENTATION AND POLLUTION CONTROL

1. CONTRACTOR SHALL FOLLOW ALL REQUIREMENTS OF THE PROJECT STORM WATER POLLUTION PREVENTION PLAN (SWPPP), WASTE DISCHARGER IDENTIFICATION (WDID) NUMBER 3 27C381618, APPROVED ON AUGUST 05, 2011.
2. CONTRACTOR SHALL HIRE A QUALIFIED SWPPP PRACTITIONER (QSP) TO IMPLEMENT ALL PHASES OF THE PROJECT UNDER THE SWPPP INCLUDING, BUT NOT LIMITED TO, UPDATING THE SWPPP AS NECESSARY, SUBMITTING THE NOTICE OF INTENT (NOI), NOTICE OF TERMINATION (NOT), SAMPLING AND MONITORING, AND REPORTING MONITORING REPORTS TO THE REGIONAL WATER QUALITY CONTROL BOARD. PROVIDE QSP CERTIFICATE TO FORA.
3. A COPY OF THE SWPPP SHALL REMAIN ON-SITE THROUGHOUT CONSTRUCTION.
4. CONTRACTOR SHALL IMPLEMENT ALL SEDIMENTATION AND POLLUTION CONTROL MEASURES SHOWN ON THE EROSION CONTROL PLANS AND DETAILS INCLUDED IN THESE IMPROVEMENT PLANS.
5. ALL FINES IMPOSED AND REPAIRS REQUIRED FOR NOT FOLLOWING THE SWPPP SHALL BE PAID BY THIS CONTRACTOR.

VI. RECORD DRAWINGS

1. THE RECORD DRAWING SHALL BE "REDLINED" ON A SET OF CONSTRUCTION PRINTS AND INDICATE THE FOLLOWING:
   a. IDENTIFY LOCATION, SIZE, MATERIAL AND TYPE OF UTILITY THAT WAS ABANDONED OR LEFT IN PLACE AND THE CONDITION THEREOF.
   b. NOTE THE LOCATION AND ELEVATION (OR APPROXIMATE DEPTH RELATIVE TO FINISH GRADE) OF ANY EXISTING UTILITIES.
2. CONTRACTOR SHALL DELIVER REDLINED PRINTS TO THE DESIGN ENGINEER WITH A COPY TO FORA.
3. THE DESIGN ENGINEER INCORPORATES CONTRACTOR'S INFORMATION INTO RECORD DRAWINGS AND SUBMITS THEM TO FORA.

VII. STATEMENT OF RESPONSIBILITY

1. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY FORA & ITS REPRESENTATIVES AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL.
2. CONTRACTOR SHALL COMPLY WITH ALL STATE, COUNTY AND CITY LAWS AND ORDINANCES; AND REGULATIONS OF THE DEPARTMENT OF INDUSTRIAL RELATIONS, O.S.H.A. AND INDUSTRIAL ACCIDENT COMMISSION RELATING TO SAFETY AND CHARACTER OF WORK EQUIPMENT AND LABOR PERSONNEL.

VIII. UNAUTHORIZED CHANGES AND USES

1. THE DESIGN ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.

IX. PROJECT NOTES

1. CONTRACTOR SHALL SECURE ENTRY GATE AT EUCALYPTUS ROAD AND GENERAL JIM MOORE BLVD AT ALL TIMES. KEEP THE ACCESS IN FRONT OF THE GATE OPEN FOR EMERGENCY VEHICLES.
2. EUCALYPTUS ROAD IS CURRENTLY CLOSED TO THE PUBLIC VEHICULAR TRAFFIC BUT PEDESTRIANS AND BICYCLISTS USE THE ROAD. CONTRACTOR SHALL KEEP ROADWAY CLEAR OF DEBRIS AND OTHER HAZARDS TO PEDESTRIANS AND BICYCLISTS.
3. STAGING AREA IS LIMITED TO 150 FEET FROM EDGE OF EUCALYPTUS ROAD TO THE UNPAVED AREAS. NO MORE THAN ½ OF EUCALYPTUS ROAD CAN BE USED AS A STAGING AREA. STAGING AREA IS LIMITED TO 20 FEET EAST AND WEST OF THE FINAL GRADES NOTED ON THE DRAWINGS.

X. SOIL MANAGEMENT

1. PROJECT MUST COMPLY WITH THE CITY OF SEASIDE MUNICIPAL CODE CHAPTER 15.34 "DIGGING AND EXCAVATION ON THE FORMER FORT ORD". THE PROGRAMMATIC ON-CALL CONSTRUCTION SUPPORT PLAN (CSP), ROADWAYS AND UTILITIES, SEASIDE MUNITIONS RESPONSE AREA (11/05/19), OR UPDATED VERSION THEREOF, IS INTENDED TO SUPPORT SEASIDE'S DIGGING AND EXCAVATION ORDINANCE CONSTRUCTION SUPPORT REQUIREMENTS FOR INTRUSIVE ACTIVITIES RELATED TO ROADWAY AND UTILITY PROJECTS TO ENSURE EACH EVENT DISTURBING 10 CUBIC YARDS OR MORE OF SOIL IS (1) COORDINATED WITH A UNEXPLODED ORDNANCE (UXO) SUPPORT CONTRACTOR, AS REQUIRED, AND (2) IN ACCORDANCE WITH RIGHT-OF-ENTRY AGREEMENTS, RIGHT-OF-WAY AGREEMENTS, PROPERTY DEEDS, AND CITY OF SEASIDE COVENANT TO RESTRICT USE OF PROPERTY (CRUP). ALL REQUIREMENTS AND REPORTING AS DEFINED IN THE PROGRAMMATIC ON-CALL CSP MUST BE COMPLIED WITH DURING ALL STAGES OF CONSTRUCTION.

ABBREVIATIONS

AB	AGGREGATE BASE	GB	GRADE BREAK	SD	STORM DRAIN
AC	ASPHALT CONCRETE	GV	GAS VALVE	SDCB	STORM DRAIN CATCH BASIN
ADA	AMERICANS WITH DISABILITIES ACT	HDPE	HIGH DENSITY POLYETHYLENE	SDMH	STORM DRAIN MANHOLE
AVE	AVENUE	HMA	HOT MIX ASPHALT	SF	SQUARE FEET
BC	BEGIN CURVE / BACK OF CURB	HP	HIGH POINT	SL	STREET LIGHT
BW	BACK OF WALK	IN	INCHES	SPEC / SPECS	SPECIFICATIONS
C&G	CONCRETE CURB & GUTTER	INV	INVERT	SS	SANITARY SEWER
CB	CATCH BASIN	IP	IRON PIPE	SSCO	SANITARY SEWER CLEANOUT
CL	CENTERLINE	JT	JOINT TRENCH	SSR	SANITARY SEWER RODDING INLET
CLR	CLEAR	LF	LINEAR FEET	SSMH	SANITARY SEWER MANHOLE
CMP	CORRUGATED METAL PIPE	LN	LANE	ST	STREET
CONC.	CONCRETE	LT	LEFT	STD	STANDARD
CONF	CONFORM	MAX.	MAXIMUM	STL	STEEL
CONT.	CONTINUOUS	MIN.	MINIMUM	SW	SIDEWALK
CR	CURB RETURN / CURB RAMP	MON	MONUMENT	SWPPP	STORMWATER POLLUTION PREVENTION PLAN
CY	CUBIC YARD	(N)	NEW	SY	SQUARE YARD
DI	DRAINAGE INLET	NF	NOT FOUND	T	TELEPHONE
DIA., ø	DIAMETER	N.I.C.	NOT IN CONTRACT	TC	TOP OF CURB
DIM	DIMENSION	NTS	NOT TO SCALE	TYP.	TYPICAL
DR	DRIVE	O.C.	ON CENTER	UNK / UN	UNKNOWN
DS	DOWNSTREAM	OG	ORIGINAL GRADE	US	UPSTREAM
DWG.	DRAWING	PB	PULL BOX	U.S.A	UNDERGROUND SERVICE ALERT
DWY/DW	DRIVEWAY	PCC	PORTLAND CEMENT CONCRETE	UTIL	UTILITY
EA	EACH	PG&E	PACIFIC GAS AND ELECTRIC	V	VERTICAL
EG	EXISTING GRADE	P/L	PROPERTY LINE	VG	VALLEY GUTTER
EP	EDGE OF PAVEMENT	PVC	POLYVINYL CHLORIDE	W	WATER
EX, EXIST, (E)	EXISTING	R	RADIUS	WM	WATER METER
FG	FINISHED GRADE	ROW / R/W	RIGHT OF WAY	WSP	WELDED STEEL PIPE
FH	FIRE HYDRANT	RCP	REINFORCED CONCRETE PIPE	WV	WATER VALVE
FL	FLOWLINE	RD	ROAD		
FOC	FACE OF CURB	RET	RETAINING		
FO	FIBER OPTIC	R&R	REMOVE AND REPLACE		
FT	FEET	RR	RAILROAD		
G	GAS	RT	RIGHT		
		S	SLOPE		

ENGINEERING ESTIMATES & FEASIBILITY IN PREPARATION FOR PROCUREMENT OF A POTENTIAL CONSTRUCTION CONTRACT: DOCUMENT EXEMPT FROM PUBLIC DISCLOSE UNTIL CONTRACT IS FULLY OBTAINED.

LEGEND

	EXISTING INFILTRATION UNIT
	EXISTING ELECTRICAL SERVICE
	EXISTING ELECTRICAL BOXES
	EXISTING FENCE
	EXISTING SILT FENCE
	EXISTING UTILITY POLE
	EXISTING PG&E TOWER
	EXISTING STORM DRAIN MANHOLE
	EXISTING STORM DRAIN INLET
SD	EXISTING STORM DRAIN PIPE
	PROPOSED STORM DRAIN PIPE

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EUCALYPTUS ROAD INFILTRATION UNIT REPAIRS

NOTES AND ABBREVIATIONS

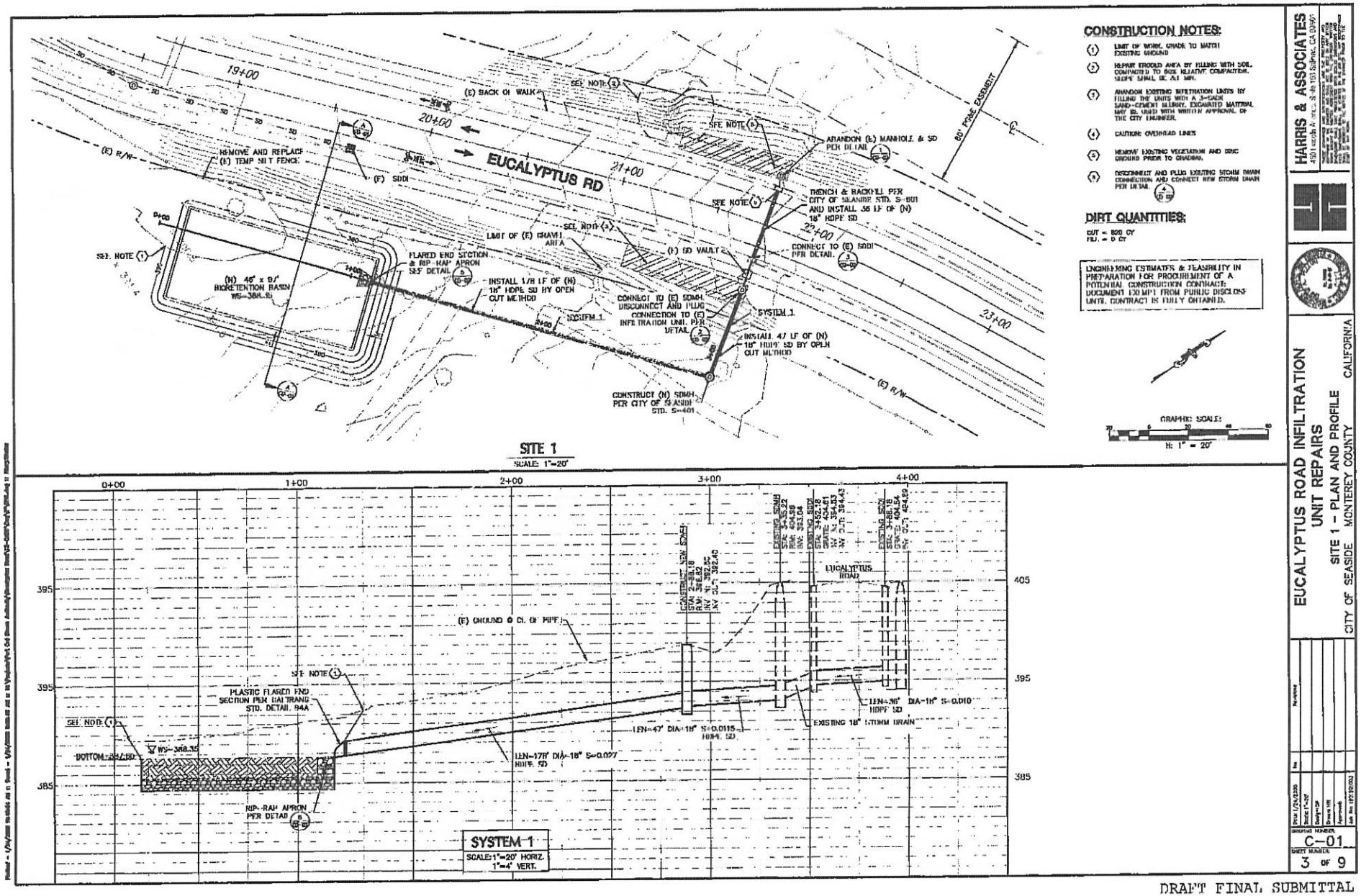
CITY OF SEASIDE MONTEREY COUNTY CALIFORNIA

Date: 1/24/2020 | Scale: NOT TO SCALE | Design: DP | Drawn: HH | Job No. 10012003

DRAWING NUMBER: N-01

SHEET NUMBER: 2 OF 9

DRAFT FINAL SUBMITTAL



CONSTRUCTION NOTES:

1. LIMIT OF WORK. GRADE TO MATCH EXISTING GROUND
2. REPAIR ERODED AREA BY FILLING WITH SOIL. COMPACTED TO 90% RELATIVE COMPACTION. DEPTH SHALL BE 6" MIN.
3. ABANDON EXISTING INFILTRATION UNITS BY FILLING THE UNITS WITH A 3-SACK SAND-CEMENT SLURRY. EXCAVATED MATERIAL MAY BE USED WITH WRITTEN APPROVAL OF THE CITY ENGINEER.
4. CAUTION: OVERHEAD LINES
5. REMOVE EXISTING VEGETATION AND DEBRIS GROUND PRIOR TO GRADING.
6. DISCONNECT AND PLUG EXISTING STORM DRAIN CONNECTION AND CONNECT NEW STORM DRAIN PER DETAIL

DIRT QUANTITIES:

CUT = 820 CY
FILL = 0 CY

ENGINEERING ESTIMATES & FEASIBILITY IN PREPARATION FOR PROCUREMENT OF A POTENTIAL CONSTRUCTION CONTRACT. DOCUMENT EXEMPT FROM PUBLIC DISCLOSE UNTIL CONTRACT IS FULLY OBTAINED.

GRAPHIC SCALE:
20 0 20 40 60
IN: 1" = 20'

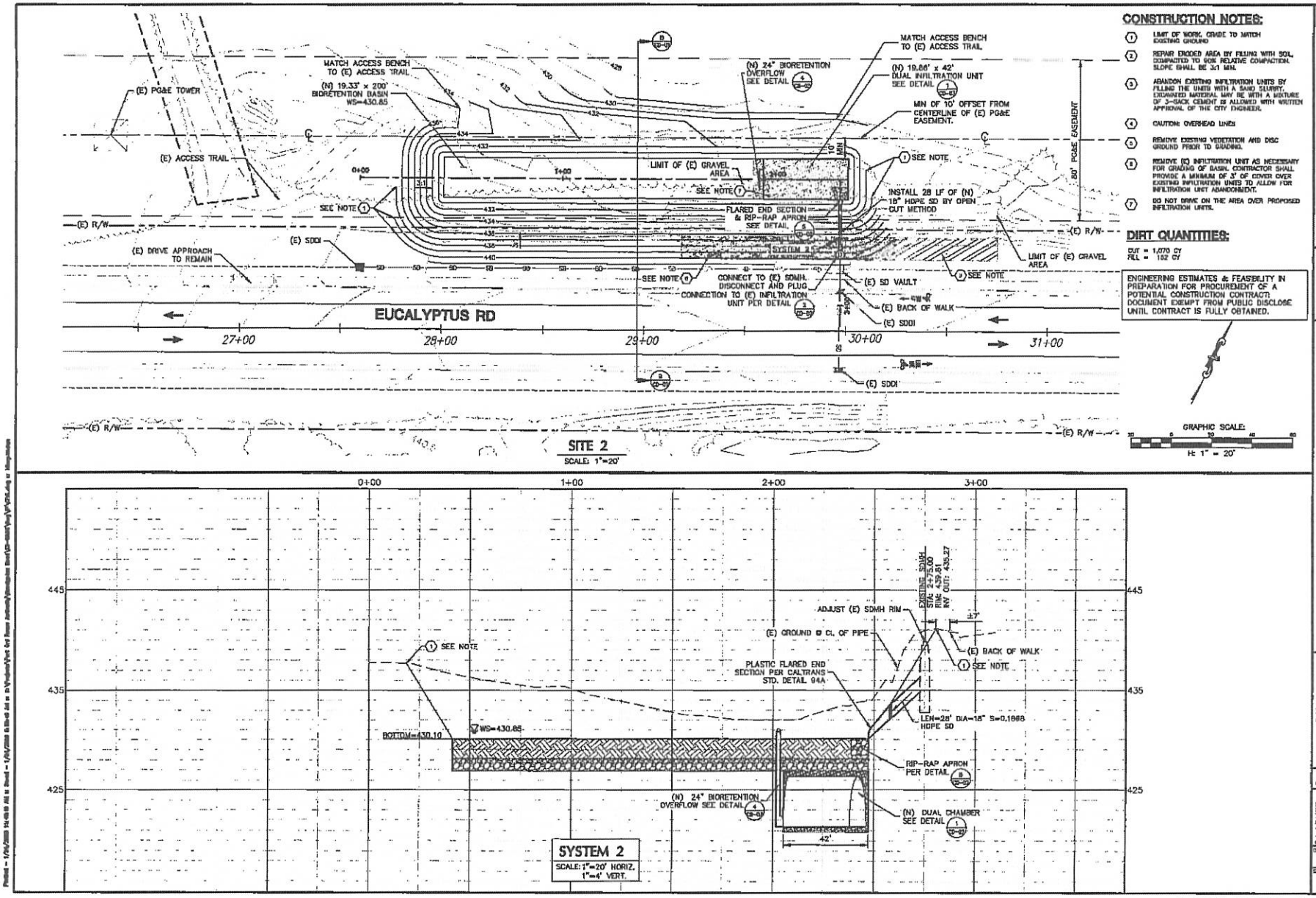
HARRIS & ASSOCIATES
4301 Airport Blvd., Suite 103 Seaside, CA 93955

EUCALYPTUS ROAD INFILTRATION UNIT REPAIRS
SITE 1 - PLAN AND PROFILE
CITY OF SEASIDE MONTEREY COUNTY CALIFORNIA

Date 1/24/2006
Scale 1"=20'
Drawn BY
Approved
Job No. 1873.0003

DRAWING NUMBER: C-01
SHEET NUMBER: 3 OF 9

DRAFT FINAL SUBMITTAL



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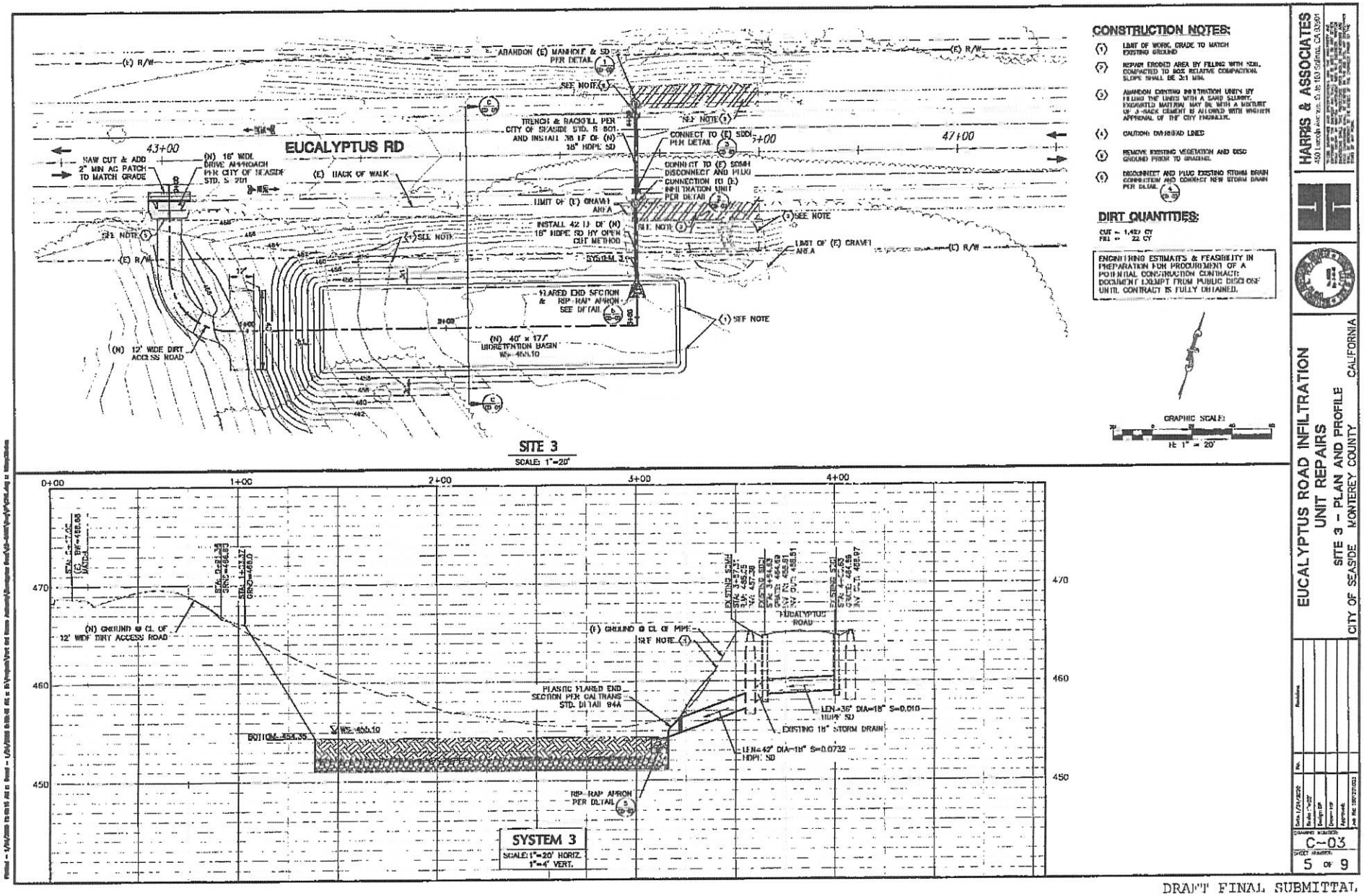

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EUCALYPTUS ROAD INFILTRATION UNIT REPAIRS

SITE 3 - PLAN AND PROFILE

CITY OF SEASIDE MONTEREY COUNTY CALIFORNIA

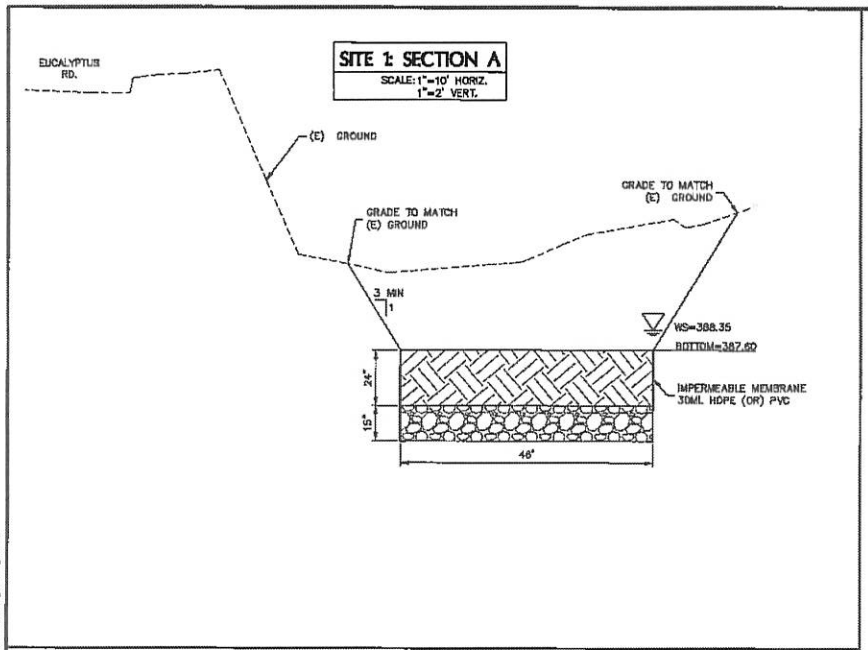
Revisions

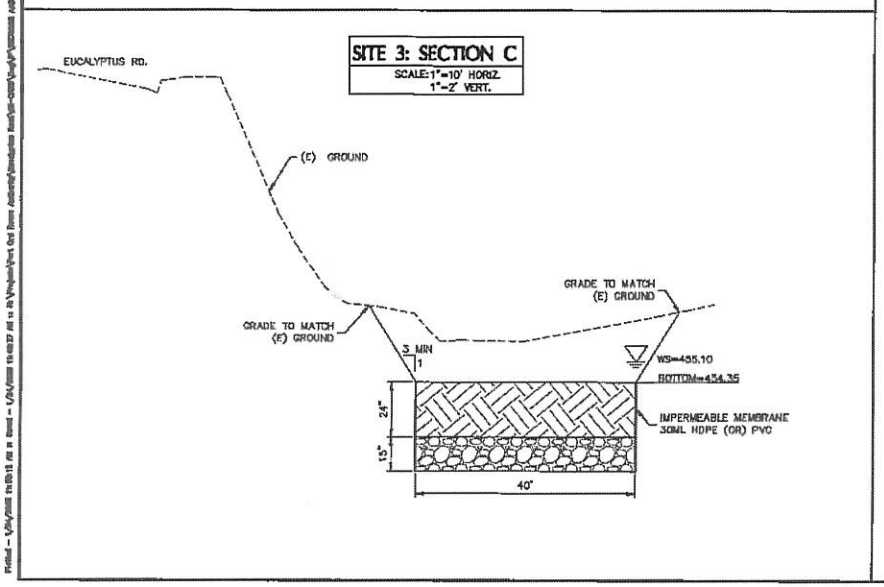
Date 1/24/2020 | Scale 1"=20' | Design DP | Drawn DP | Approved | Job No. 2007270003

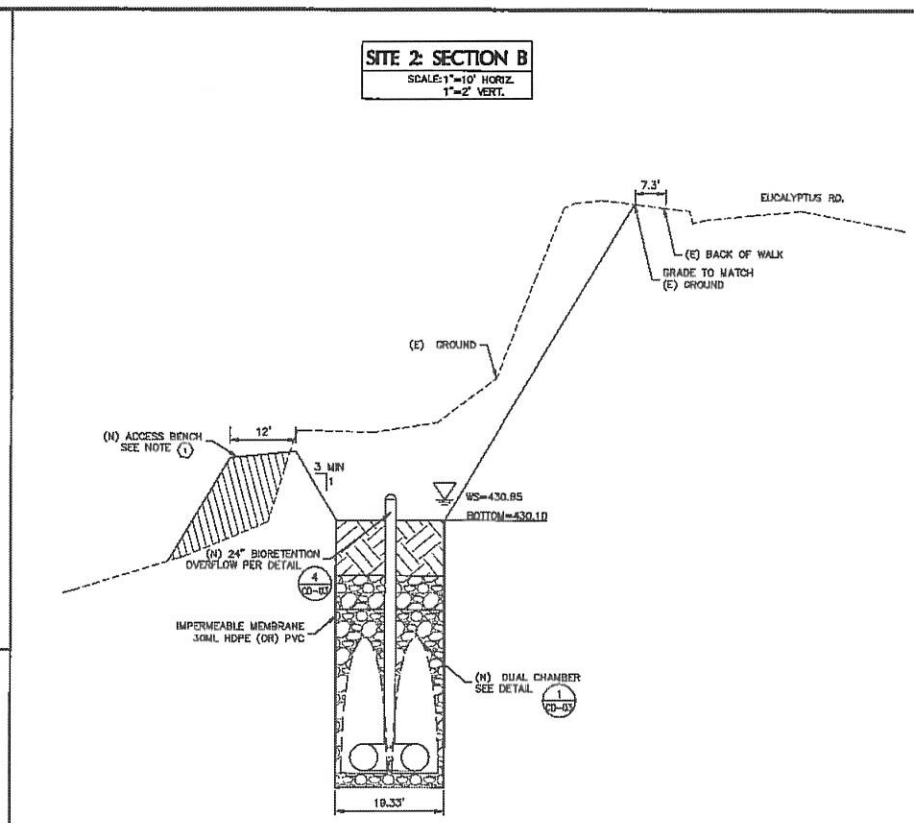
DRAWING NUMBER C-03

SHEET NUMBER 5 OF 9

DRAFT FINAL SUBMITTAL







CONSTRUCTION NOTES:

1. ACCESS BENCH SHALL BE COMPACTED TO 90% RELATIVE COMPACTION WITH EXCAVATED MATERIAL.

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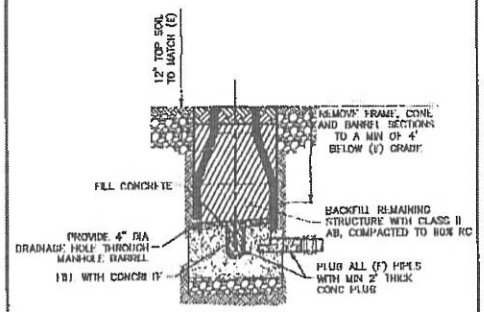
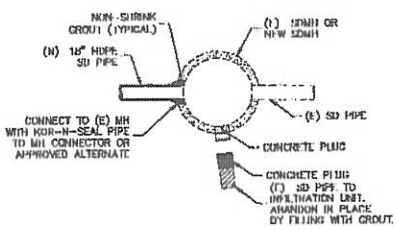
EUCALYPTUS ROAD INFILTRATION UNIT REPAIRS
BIORETENTION BASIN CROSS SECTIONS
CITY OF SEASIDE MONTEREY COUNTY CALIFORNIA

DRAWING NUMBER CD-01
SHEET NUMBER 6 OF 9

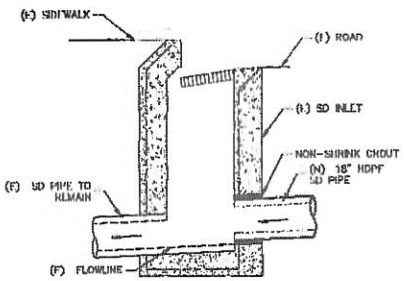
DRAFT FINAL SUBMITTAL



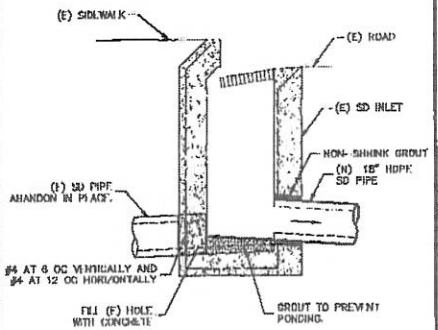
DETAIL 1: MANHOLE ABANDONMENT
NOT TO SCALE



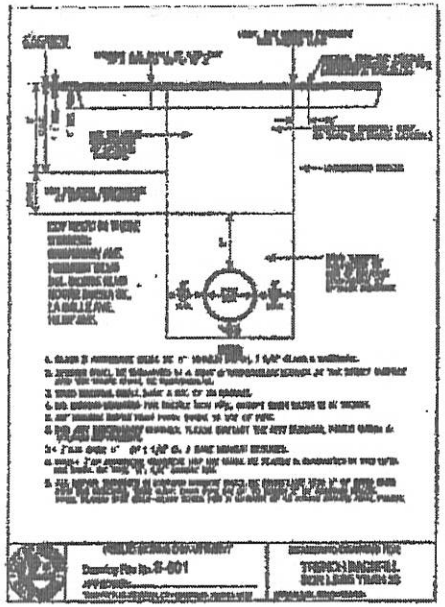
DETAIL 2: TYPICAL MANHOLE CONNECTION
NOT TO SCALE

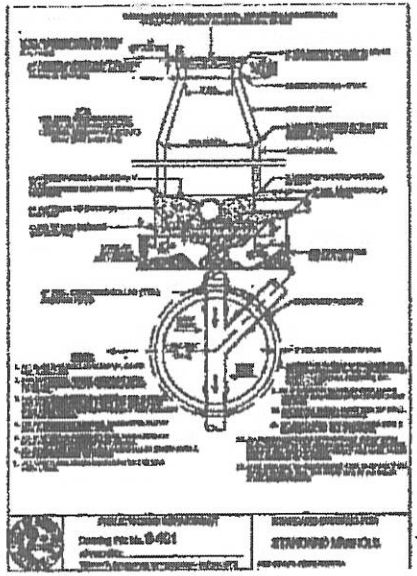


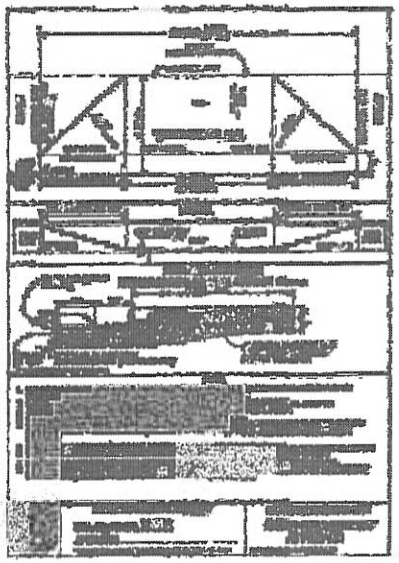
DETAIL 3: (E) SD INLET CONNECTION
NOT TO SCALE

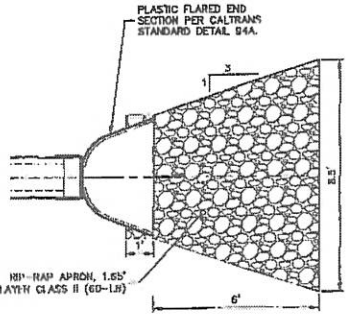


DETAIL 4: (E) SD INLET MODIFICATION
NOT TO SCALE









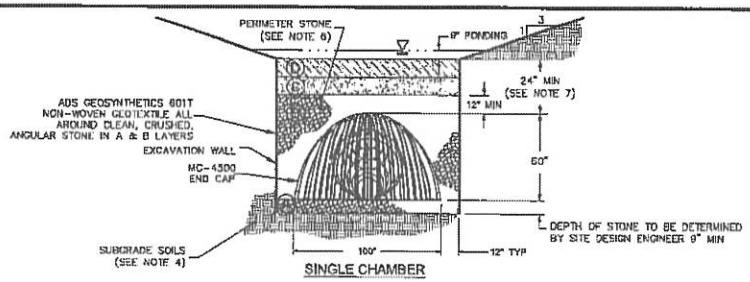
DETAIL 5: FLARED END SECTION
NOT TO SCALE

HARRIS & ASSOCIATES

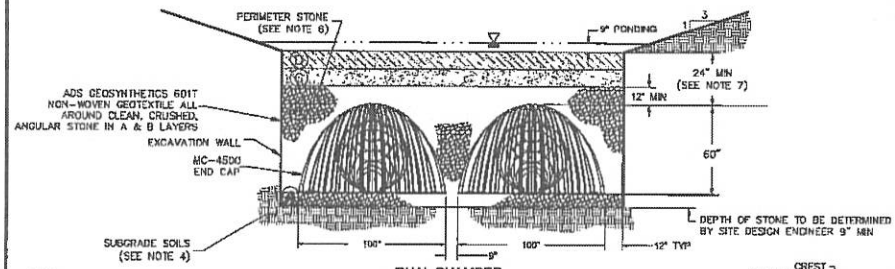
EUCALYPTUS ROAD INFILTRATION UNIT REPAIRS
CONSTRUCTION DETAILS
CITY OF SEASIDE MONTEREY COUNTY CALIFORNIA

DRAWING NUMBER
CD-02
SHEET NUMBER
7 OF 9

DRAFT FINAL SUBMITTAL



SINGLE CHAMBER

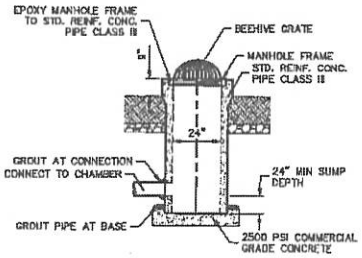


DUAL CHAMBER

NOTES:

1. MC-4500 CHAMBERS SHALL CONFORM TO THE REQUIREMENTS OF ASTM F2418 "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
2. MC-4500 CHAMBERS SHALL BE DESIGNED IN ACCORDANCE WITH ASTM F2787 "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
3. "ACCEPTABLE FILL MATERIALS" TABLE ABOVE PROVIDES MATERIAL LOCATIONS, DESCRIPTIONS, GRADATIONS, AND COMPACTION REQUIREMENTS FOR FOUNDATION, EMBEDMENT, AND FILL MATERIALS.
4. THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR ASSESSING THE BEARING RESISTANCE (ALLOWABLE BEARING CAPACITY) OF THE SUBGRADE SOILS AND THE DEPTH OF FOUNDATION STONE WITH CONSIDERATION FOR THE RANGE OF EXPECTED SOIL MOISTURE CONDITIONS.
5. PERIMETER STONE MUST BE EXTENDED HORIZONTALLY TO THE EXCAVATION WALL FOR BOTH VERTICAL AND SLOPED EXCAVATION WALLS.
6. ONCE LAYER 'C' IS PLACED, ANY SOIL/MATERIAL CAN BE PLACED IN LAYER 'D' UP TO THE FINISHED GRADE. MOST PAVEMENT SUBBASE SOILS CAN BE USED TO REPLACE THE MATERIAL REQUIREMENTS OF LAYER 'C' OR 'D' AT THE SITE DESIGN ENGINEER'S DISCRETION.
7. TO BOTTOM OF FLEXIBLE PAVEMENT. FOR UNPAVED INSTALLATIONS WHERE RUTTING FROM VEHICLES MAY OCCUR, INCREASE COVER TO 30".

1 MC-4500 OR APPROVED EQUAL CROSS SECTION



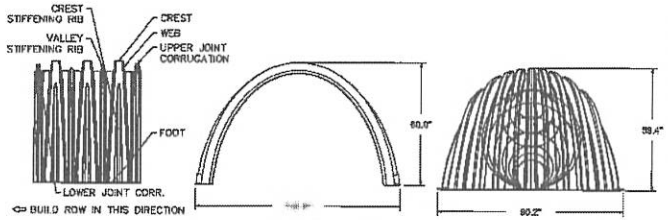
4 BIO RETENTION OVERFLOW

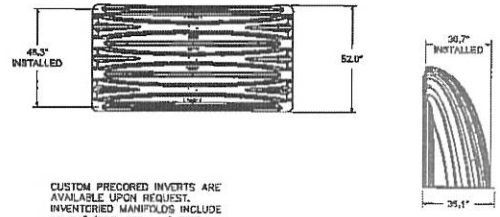
	MATERIAL LOCATION	DESCRIPTION	AASHTO MATERIAL CLASSIFICATIONS	COMPACTION / DENSITY REQUIREMENT
D	FINAL FILL: FILL MATERIAL FOR LAYER 'D' STARTS FROM THE TOP OF THE 'C' LAYER TO THE UNPAVED FINISHED GRADE ABOVE	SOIL MIX (GSM); PER SPECIFICATIONS	N/A	PREPARE PER SITE DESIGN ENGINEER'S PLANS. PAVED INSTALLATIONS MAY HAVE STRINGENT MATERIAL AND PREPARATION REQUIREMENTS.
C	INITIAL FILL: FILL MATERIAL FOR LAYER 'C' STARTS FROM THE TOP OF THE EMBEDMENT STONE ('B' LAYER) TO 24" (600 mm) ABOVE THE TOP OF THE CHAMBER.	CALTRANS CLASS 2 PERMEABLE MATERIAL	AASHTO M145[1] A-1, A-2-4, A-3 OR AASHTO M43[1] 3, 357, 4, 467, 5, 56, 57, 6, 67, 68, 7, 78, 8, 89, 9, 10	BEGIN COMPACTIONS AFTER 24" (600 mm) OF MATERIAL OVER THE CHAMBERS IS REACHED. COMPACT ADDITIONAL LAYERS IN 12" (300 mm) MAX LIFTS TO A MIN. 95% PROCTOR DENSITY FOR WELL GRADED MATERIAL AND 85% RELATIVE DENSITY FOR PROCESSED AGGREGATE MATERIALS.
B	EMBEDMENT STONE: FILL SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE ('A' LAYER) TO THE 'C' LAYER ABOVE.	CLEAN, CRUSHED, ANGULAR STONE	AASHTO M43[1] 3, 4	NO COMPACTION REQUIRED.
A	FOUNDATION STONE: FILL BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER.	CLEAN, CRUSHED, ANGULAR STONE	AASHTO M43[1] 3, 4	PLATE COMPACT OR ROLL TO ACHIEVE A FLAT SURFACE.

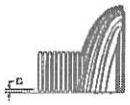
NOTE:

1. THE LISTED AASHTO DESIGNATIONS ARE FOR GRADATIONS ONLY. THE STONE MUST ALSO BE CLEAN, CRUSHED, ANGULAR. FOR EXAMPLE, A SPECIFICATION FOR #4 STONE WOULD STATE: "CLEAN, CRUSHED ANGULAR NO. 4 (AASHTO M43) STONE".
2. STORMTECH COMPACTION REQUIREMENTS ARE MET FOR 'A' LOCATION MATERIALS WHEN PLACED AND COMPACTED IN 9" (230 mm) (MAX) LIFTS USING TWO FULL COVERAGES WITH A VIBRATORY COMPACTOR.
3. WHERE INFILTRATION SURFACES MAY BE COMPROMISED BY COMPACTION, FOR STANDARD DESIGN LOAD CONDITIONS, A FLAT SURFACE MAY BE ACHIEVED BY RAKING OR DRAGGING WITHOUT COMPACTION EQUIPMENT. FOR SPECIAL LOAD DESIGNS, CONTACT STORMTECH FOR COMPACTION REQUIREMENTS.

2 STORMTECH ACCEPTABLE FILL MATERIALS







CUSTOM PRECORED INVERTS ARE AVAILABLE UPON REQUEST. INVENTORIED MANIFOLDS INCLUDE 12-24" (300-600 mm) SIZE ON SIZE AND 15-48" (375-1200 mm) ECCENTRIC MANIFOLDS. CUSTOM INVERT LOCATIONS ON THE MC-4500 END CAP CUT IN THE FIELD ARE NOT RECOMMENDED FOR PIPE SIZES GREATER THAN 10" (250 mm). THE INVERT LOCATION IN COLUMN 'B' ARE THE HIGHEST POSSIBLE FOR THE PIPE SIZE.

NOMINAL CHAMBER SPECIFICATIONS

SIZE (W X H X INSTALLED LENGTH)	100.0" X 50.0" X 48.3"
CHAMBER STORAGE	106.5 CUBIC FEET
MINIMUM INSTALLED STORAGE*	182.6 CUBIC FEET
WEIGHT	130.0 lbs.

NOMINAL END CAP SPECIFICATIONS

SIZE (W X H X INSTALLED LENGTH)	90.2" X 59.4" X 30.7"
END CAP STORAGE	35.7 CUBIC FEET
MINIMUM INSTALLED STORAGE*	108.7 CUBIC FEET
WEIGHT	135.0 lbs.

*ASSUMES 12" STONE ABOVE, 9" STONE FOUNDATION AND BETWEEN CHAMBERS, 12" STONE PERIMETER IN FRONT OF END CAPS AND 40% STONE POROSITY.

STUBS AT BOTTOM OF END CAP FOR PART NUMBERS ENDING WITH "B" STUBS AT TOP OF END CAP FOR PART NUMBERS ENDING WITH "T" END CAPS WITH A WELDED CROWN PLATE END WITH "C" END CAPS WITH A PREFABRICATED WELDED STUB END WITH "W"

PART #	STUB	B	C
MC4500REPE06T	6"	42.54"	----
MC4500REPE06B		----	0.86"
MC4500REPE08T	8"	40.50"	----
MC4500REPE08B		----	1.01"
MC4500REPE10T	10"	38.37"	----
MC4500REPE10B		----	1.33"
MC4500REPE12T	12"	35.69"	----
MC4500REPE12B		----	1.55"
MC4500REPE15T	15"	32.72"	----
MC4500REPE15B		----	1.70"
MC4500REPE18TC	18"	29.35"	----
MC4500REPE18TW			
MC4500REPE18BC		----	1.97"
MC4500REPE18BW			
MC4500REPE24TC	24"	23.05"	----
MC4500REPE24TW			
MC4500REPE24BC		----	2.26"
MC4500REPE24BW			
MC4500REPE30BC	30"	----	2.95"
MC4500REPE36BC	36"	----	3.25"
MC4500REPE42BC	42"	----	3.55"

NOTE: ALL DIMENSIONS ARE NOMINAL.

NOTE: STORM CHAMBERS SHALL BE STORMTECH MC-4500 OR APPROVED EQUAL.

3 TECHNICAL SPECIFICATIONS

HARRIS & ASSOCIATES

EUCALYPTUS ROAD INFILTRATION UNIT REPAIRS

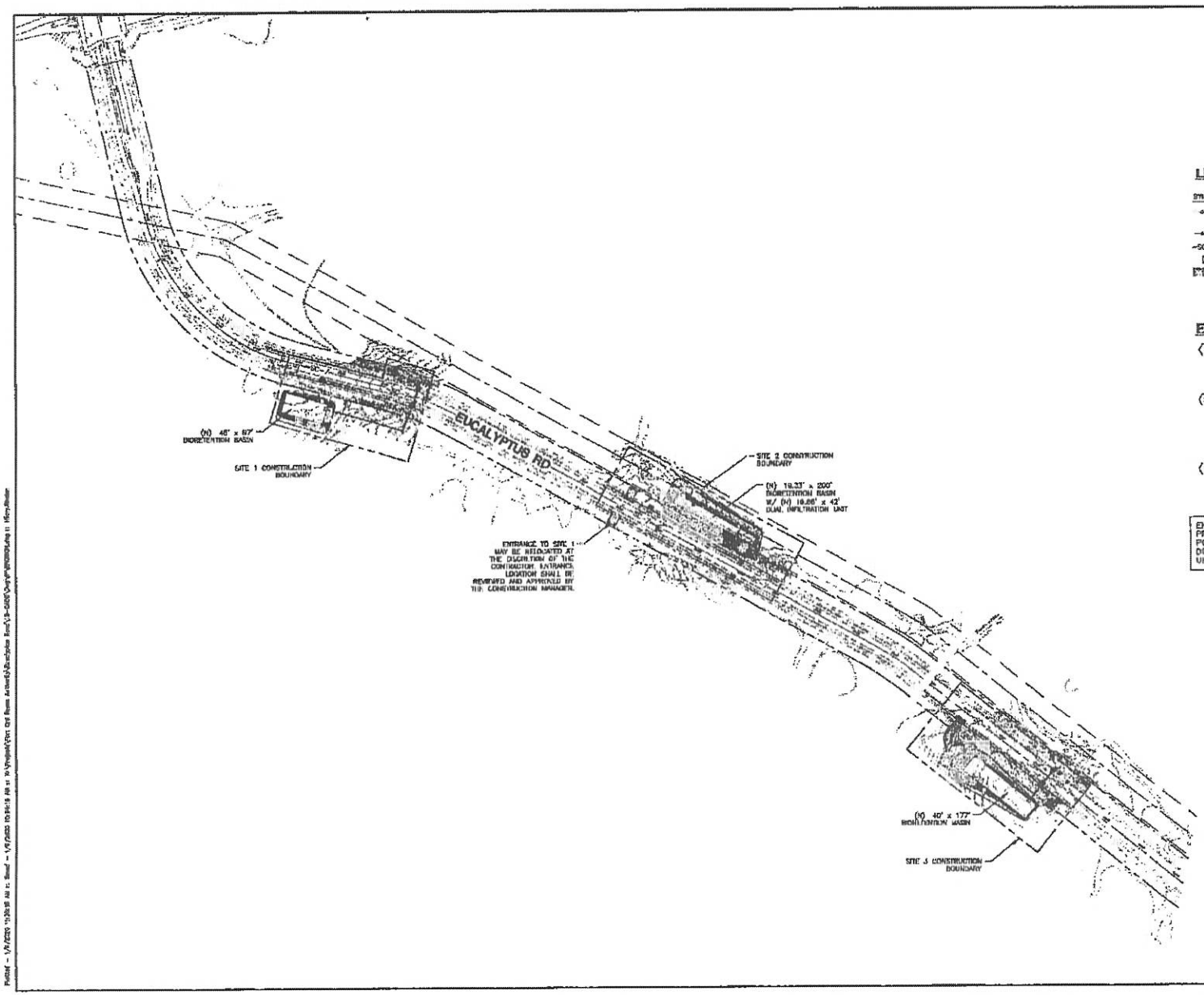
STORMTECH MC-4500 DETAILS

CITY OF SEASIDE MONTEREY COUNTY CALIFORNIA

DRAWING NUMBER: CD-03

SHEET NUMBER: 8 OF 9

DRAFT FINAL SUBMITTAL



LEGEND:

SYMBOL	CALTRANS BMP #	DESCRIPTION
	SC-1, SC-5, SC-6	FIBER ROLLS
	SC-1	SILT FENCE
SC-7	SC-7	STREET SWEEPING
	SC-10	INLET PROTECTION
	SC-10	STABILIZED CONSTRUCTION ENTRANCE/EXIT ON TIRE WASH

EROSION CONTROL NOTES:

1. EROSION CONTROL BMP'S SHOWN ON THIS PLAN ARE REPRESENTATIVE OF THE PLANT OF EROSION CONTROL PROTECTIVE MEASURES. INSTALLATION, LOCATION AND FREQUENCY OF BMP'S SHALL FOLLOW THE RECOMMENDATIONS OF THE CALTRANS BMP MANUAL AND SOUND JUDGEMENT.
2. UNDERGROUND INFILTRATION CHAMBERS: INSTALL SILT FABRIC ON THE CATCH BASIN IMMEDIATELY UPSTREAM OF INFILTRATION CHAMBERS SO THAT SEDIMENT DOES NOT ENTER CHAMBERS DURING CONSTRUCTION. REMOVE PLUG AFTER SITE HAS BEEN STABILIZED, AND NOT UNTIL WRITTEN APPROVAL BY THE ENGINEER IS RECEIVED.
3. IMMEDIATELY PRIOR TO THE FINAL CONTRACT ACCEPTANCE, INSPECT AND REMOVE ALL TRASH, DEBRIS, AND SEDIMENT WHICH HAS ACCUMULATED IN THE STORM WATER FACILITIES, INCLUDING CATCH BASINS.

ENGINEERING ESTIMATES & FEASIBILITY IN PREPARATION FOR PROCUREMENT OF A POTENTIAL CONSTRUCTION CONTRACT. DOCUMENT EXEMPT FROM PUBLIC DISCLOSE UNTIL CONTRACT IS FULLY OBTAINED.

GRAPHIC SCALE:
H: 1" = 100'

HARRIS & ASSOCIATES
450 Lincoln Avenue, Suite 103 Salinas, CA 93901

EUCALYPTUS ROAD INFILTRATION UNIT REPAIRS
EROSION CONTROL PLAN
CITY OF SEASIDE MONTEREY COUNTY CALIFORNIA

EC-01
9 OF 9

DRAFT FINAL SUBMITTAL

EXHIBIT B

Project Documents to Transfer from FORA to City of Seaside

Jurisdiction: City of Seaside
Project: Eucalyptus Road Stormwater Infiltrator Repair Project

CATEG	AUTHOR	DATE	TITLE	ELECTRONIC COPY AVAILABLE
Origional Design - Eucalyptus Roadway Improvement				
	C&D	Various	Design Drawings - Phase 1, 2, 3 (pdf versions)	✔
	C&D	2011	Selected Sheets - Eucalyptus Roadway - Phase 3 Record Drawings - Sheets 6, 7 and 8	✔
Environmental Documentation				
	The following documents are found on the FORA website https://www.fora.org/Board/2014/Packet/Additional/031414Item8a-AttachF11-1/Attachment%20H.pdf			
	FORA/PMC & C&E	2005	Environmental Assessment/Initial Study for General Jim Moore Boulevard and Eucalyptus Roadway Improvement	✔
	FORA	2005	Appendix D: Finding of No Significant Impact (FONSI) / Negative Declaration (ND)	✔
Failure Analysis				
	Parikh	6/30/2017	Preliminary Geotechnical Memorandum for Eucalyptus Road Infiltrators	✔
City of Seaside Communication				
	FORA	3/19/2019	Letter, Meeting Minutes of meeting between Seaside and FOR A on March 11, 2019 regarding Eucalyptus Road Infiltrator Repair Project	✔
	Rick Riedl, City Seaside	11/6/2019	Letter: Eucalyptus Infiltrator Repair Project, Review of 60% Design Documents from Harris & Associates	✔
	FORA	12/10/2019	Letter: Eucalyptus Roadway Infiltrator Repair Project, Response to Comments	✔
	FORA	2/27/2020	Power Point Presentation: Seaside Coordination Meeting on CIP Projects	✔

CATEG	AUTHOR	DATE	TITLE	ELECTRONIC COPY AVAILABLE
General Background Info				
	Various	Various	https://www.fortordcleanup.com/documents/search/	
	Arcadis/Weston Solutions	11/5/2019	Final Programmatic On-Call Construction Support Plan, Roadways and Utilities, Seaside Munitions Response Area (CSP)	✔
	DTSC	11/16/2019	Approval of Programmatic Seaside MRA CSP	✔
	FORA	12/13/2019	PowerPoint Presentation to FORA Board, Eucalyptus Road Infiltrator Repair Project	✔
	FORA	12/13/2019	FORA Board Report Item 8c	✔
Stormwater Infiltrator Repair Design Background				
	Harris & Associates	6/4/2018	Recommendation Letter to FORA regarding Infiltrators	✔
	Harris & Associates	10/29/2019	Memorandum to FORA regarding Design Basis for Infiltrator Repair	✔
	Harris &	Various	Storm Drain Flow/Capacity Evaluation	✔
Repair Design Package, Bid Documents, & Specs				
	Harris & Associates	10/18/2019	60% Design Plans, Specifications, and Opinion of Probable Construction Cost	✔
	Harris & Associates	12/1/2019	90% Design Plans, Specifications, and Opinion of Probable Construction Cost	✔
	Harris &	1/24/2020	Draft Final Design Plans	✔
	Harris & Associates	TBD	Final Design and Bid Package, Stormwater Infiltrator Repair, Eucalyptus Road	
	Whitson Engineer	12/6/2019	Peer Review by Whitson Engineers	✔
Data	Harris &	TBD	dwg CAD files	
	Whitson Engineer	5/8/2020	Topographic/Ortho Topo dwg CAD files	✔

Other Information

Additional documents are available for transfer in the event the City of Seaside does not already have copies. FORA and the City of Seaside are working together to finalize an execution plan for information transfer. These files will include final design documents and electronic data files as appropriate.

MEMORANDUM OF AGREEMENT
REGARDING FUNDING FROM FORA TO COUNTY OF MONTEREY
FOR OAK WOODLANDS CONSERVATION PLANNING

This Memorandum of Agreement ("MOA") is made and entered into effective as of June 16, 2020, by and between the Fort Ord Reuse Authority ("FORA"), a California public agency, and the County of Monterey (the "County"), a political subdivision of the state of California. FORA and the County are sometimes referred to herein in the singular as a "Party" and collectively as the "Parties."

Recitals

A. On May 13, 2016, the Board of Directors of the Fort Ord Reuse Authority (FORA) approved a contract ("Contract") with Denise Duffy & Associates, Inc. ("DDA") to study and prepare a draft Oak Woodland Management and Monitoring Plan (OW MMP) and draft Oak Woodland Conservation Map covering certain lands in the City of Seaside and the unincorporated portion of the County of Monterey on the former Fort Ord, among other specified services (the "Services"). These Services were intended to assist the County and City of Seaside in planning for oak woodland conservation in their respective jurisdictions in the former Fort Ord.

B. On or about July 27, 2017, FORA and DDA entered into that certain limited purpose "Agreement for Professional Services - Amendment #2" (believed to be the only amendment to the Contract notwithstanding its title) which restated the term of the Contract to be from May 31, 2016 to June 30, 2018 or until the maximum amount of compensation is reached. The Contract, as amended, remains in force because the maximum amount of compensation has not been reached.

C. DDA has done a significant amount of the work under the Contract, but DDA's work under the Contract has not yet been completed. The tasks that remain to be completed are set forth in Exhibit A, attached hereto and incorporated herein by reference.

D. FORA's general funds budget for fiscal year 2019/2020 includes the Services under the Contract. The Board has recently approved and committed to reserving the amount of Eighteen Thousand Seven Hundred Thirteen Dollars ($18,713) to cover payment for completion of the tasks and reporting outlined in the Contract.

E. FORA is scheduled to terminate in accordance with state law on June 30, 2020 (FORA's Termination Date").

F. FORA does not have sufficient time or management resources to manage completion of the Services by FORA's Termination Date.

G. The County and FORA desire for DDA to complete the Services under the Contract, as DDA has done a considerable amount of work under the Contract, and allowing DDA to complete its Services will continue to advance oak woodland conservation planning on the former Fort Ord.

H. Concurrently herewith, FORA, DDA, and the County are considering entering an *Agreement for Assignment and Assumption of Rights and Obligations under Contract, Consent Thereto, and Suspension of Application of Assignment Prohibition* (the "Agreement for Assignment, Assumption, Consent, and Suspension") to authorize FORA to assign the Contract to the County. Pursuant to the terms of the Agreement for Assignment, Assumption, Consent, and Suspension, it is intended that the Agreement for Assignment, Assumption, Consent, and Suspension will not take effect unless this MOA is approved and executed prior to FORA's Termination Date.

I. Accordingly, the Parties now wish to enter into this MOA to provide for the amount of Eighteen Thousand Seven Hundred Thirteen Dollars ($18,713) ("Funds") to be transferred to the County so that DDA may complete the Services under the Contract, with the remaining tasks described in Exhibit A attached hereto and incorporated herein by reference. The term "Services" as used in this MOA includes the tasks as set forth in Exhibit A.

J. The tasks as set forth in Exhibit A include minor updates to the scope of Services under the Contract to reflect the currently intended deliverables and County assumption of Contract management. Although County will assume the role of managing the Contract, the tasks anticipate continued coordination among DDA, County, and the City of Seaside. As described in Exhibit A, DDA's performance of the remaining tasks will provide deliverables to the City of Seaside as well as to the County and provide information for the region.

K. Upon the full execution of this MOA and transfer of the Funds, it is the intent of the Parties that the County will utilize the Funds to pay DDA for due completion of the tasks set forth in Exhibit A.

Agreement

In consideration of the mutual terms, covenants and conditions contained herein the Parties agree as follows:

1. **Recitals.** The Recitals set forth above are true and correct and are incorporated into this MOA by this reference.

2. **Effective Date**. The Effective Date of this MOA shall be the date this MOA is fully executed by both Parties.

3. **FORA's Obligations.** Within seven (7) calendar days of the Effective Date, FORA will transfer and pay to the order of the County, and the County agrees to accept from FORA, the amount of Eighteen Thousand Seven Hundred Thirteen Dollars ($18,713) in full satisfaction of any obligation of FORA to provide funding for completion of Services under the Contract.

4. **County's Obligations.** The County will use the Funds received from FORA to pay DDA for due completion of the tasks set forth in Exhibit A.

5. **Environmental Review.** The Services, as set forth in Exhibit A, precede and do not include environmental review under the California Environmental Quality Act, and the Services do not commit the County to adoption of the draft plans and regulations prepared under the Contract. The County will determine and conduct environmental review as appropriate if and when the County were to consider adoption of the final draft plans and regulations prepared under the Contract.

6. **Obligations.** FORA shall have no obligation to transfer the Funds under this MOA and the County shall have no obligation to pay DDA for Services under the Contract unless DDA, FORA, and the County approve and execute the Agreement for Assignment, Assumption, Consent, and Suspension and unless FORA transfers the Funds to the County.

7. **Term.** The term of this MOA shall begin on the Effective Date and continue until FORA's Termination Date, unless terminated earlier as provided herein; provided, however, that the County's obligations under this MOA shall remain in full force and effect until the Funds have been expended in accordance with the terms of this MOA.

8. **Accounting and Records.** FORA (until FORA's Termination Date) and the County shall each maintain and account for the funds related to the Contract. Promptly following the execution of this MOA, FORA will exercise good faith and commercially reasonable efforts to provide the County with copies of available and appropriate documents and records pertaining to the Contract.

9. **Parties' Representatives.** This MOA shall be coordinated between the Parties through the County's Resource Management Agency Director or his designee and FORA's Executive Officer.

10. **Indemnification.** Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees.

11. **Termination.** If through any cause either Party fails to fulfill in a timely and proper manner its obligations under this MOA, or violates any of the terms or conditions of this MOA or applicable Federal or State laws and regulations, the non-breaching Party may terminate this MOA upon seven (7) calendar days written notice to the breaching Party. In the event that

County has not expended all of the Funds for Services under the Contract within ten (10) years after the Effective Date of this MOA, then any Funds remaining unexpended as of that date shall be distributed as follows: Twenty percent (20%) may be retained by the County and twenty percent (20%) shall be distributed to each of the Cities of Del Rey Oaks, Marina, Monterey, and Seaside.

12. **Applicable Law.** This MOA shall be construed and interpreted under the laws of the State of California.

13. **Severability.** In the event any part of this MOA is declared by a court of competent jurisdiction to be invalid, void or unenforceable, such part shall be deemed severed from the remainder of the MOA and the remaining provisions shall continue in full force without being impaired or invalidated in any way.

14. **Assignment.** Neither Party may assign this MOA or any part hereof, without written consent and prior approval of the other Party and any assignment without said consent shall be void and unenforceable.

15. **Amendment.** No amendment, modification, alteration, or variation of the terms of this MOA shall be valid unless made in writing and signed by authorized representatives for the Parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the Parties thereto.

16. **Time of the Essence.** Time is of the essence for each and every provision of this MOA.

17. **Notices.** Any notice required or permitted under this MOA, shall be in writing and shall be deemed served on the date personally delivered or three (3) business days after being sent by certified mail, return receipt requested, or other delivery service which provides for receipt of confirmation, addressed as follows, unless otherwise notified in writing of a change of address:

To the County: Director, Resource Management Agency
County of Monterey
1441 Schilling Place, 2d Floor
Salinas, CA 93901

To FORA: Executive Officer
Fort Ord Reuse Authority
920 2nd Avenue, Suite A
Marina, CA 93933

18. **Authority.** Each Party represents and warrants to the other Party that it is authorized to execute, deliver and perform this MOA, and the terms and conditions hereof are valid and binding obligations of the Party making this representation.

19. **Compliance with Laws.** The Parties agree to comply with all applicable local, state and federal laws and regulations.

20. **Venue.** Both Parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought thereunder shall be Monterey County, California.

21. **Survival.** All rights and obligations hereunder that by their nature are to be performed after any expiration or termination of this MOA shall survive any such expiration or termination.

22. **Relationship of the Parties.** It is understood that this MOA is entered into by and between two public entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture, or any other similar association.

23. **Third-Party Beneficiaries.** In order to provide a mechanism for enforcement of the County's obligations under this MOA after FORA's Termination Date (including without limitation the obligation to distribute unexpended funds in the event that the Project is not timely completed), the Cities of Del Rey Oaks, Marina, Monterey and Seaside are each hereby made an intended third-party beneficiary of this MOA.

24 **Interpretation.** This MOA, as well as its individual provisions, shall be deemed to have been prepared equally by both of the Parties hereto, and shall not be construed or interpreted more favorably for one Party on the basis that the other Party prepared it.

25. **Counterparts.** This MOA may be signed in counterparts, each of which shall constitute an original, but all of which shall constitute one and the same agreement. The signature page of this MOA or any Amendment may be executed by way of a manual or authorized signature. Delivery of an executed counterpart of a signature page to this MOA or an Amendment by electronic transmission scanned pages shall be deemed effective as a delivery of a manually or digitally executed counterpart to this MOA or any Amendment.

26. **Entire Agreement.** This MOA contains the entire understanding between the Parties and supersedes any prior written or oral understandings and agreements regarding the subject matter of this MOA. There are no representations, agreements, arrangements or understandings, or written, between the Parties relating to the subject matter of this MOA which are not fully expressed herein.

[*signatures appear on following page(s)*]

The Parties have executed this MOA on the date(s) written below:

FORT ORD REUSE AUTHORITY

Joshua Metz
Executive Officer

Date: 6/16/20

APPROVED AS TO FORM:

Authority Counsel

COUNTY OF MONTEREY

Chris Lopez, Chair
Monterey County Board of Supervisors

Date: June 30, 2020

County Counsel

The Parties have executed this MOA on the date(s) written below:

FORT ORD REUSE AUTHORITY

_____
Joshua Metz
Executive Officer

Date: _____

APPROVED AS TO FORM:

_____
Authority Counsel

COUNTY OF MONTEREY

_____
Chris Lopez, Chair
Monterey County Board of Supervisors

Date: Jun 30, 2020

_____
County Counsel

EXHIBIT A

Fort Ord Oak Woodland Conservation Plan Project
Remaining Tasks and Budget as of June 30, 2020

Task #	Task Description	Budget Remaining
2c	**Public Workshop Meeting**	**$1,340.70**
	DD&A and County (and Seaside if Seaside chooses to participate) will hold one, 2-hour combined (hosted by County and, as applicable, Seaside) public workshop to present the Final Review Draft Oak Woodland Management and Monitoring Program ("OW MMP"), Final Review Draft Tree Ordinances, and Final Review Draft Tree Protection Program (the deliverables from Task 9a). This scope of work assumes that DD&A will organize and facilitate the meeting, including preparing the agenda, meeting notes, PowerPoint presentation, and confirming meeting date and location. DD&A will submit the meeting materials to Seaside and County for review and comment. This scope of work assumes one round of comments on the meeting materials and fees will be waived for the meeting venue. If this meeting is held via teleconference due to the COVID-19 emergency and Health Officer Orders, an equivalent public workshop shall be held via teleconference.	
2d	**Open-House Meeting**	**$2,234.50**
	DD&A and County (and Seaside if Seaside chooses to participate) will hold one, 2-hour combined (hosted by Seaside and County) open house to present the Final Draft OW MMP, Final – Draft Tree Ordinances, and Final – Draft Tree Protection Program (the deliverables from Task 10a). This scope of work assumes DD&A will organize and facilitate the meeting, including preparing necessary meeting materials and confirming meeting date and location. DD&A will submit the meeting materials to Seaside and County for review and comment. This scope of work assumes one round of comments on the meeting materials and fees will be waived for the meeting venue. This meeting will be held in an open house format so it is anticipated that a fact sheet, comment cards, poster boards, and documents will be prepared/available for participants, but no presentation will be provided. If this meeting is held via teleconference due to the COVID-19 emergency and Health Officer Orders, an equivalent "open house" shall be held via teleconference.	
4 (a & b)	**City of Marina Participation Process**	**$4,424.63**
	a) This task includes one meeting to present and discuss the Final Review Draft OW MMP, Final Review Draft Tree Ordinances, and Final Review Draft Tree Protection Program (the deliverables from Task 9a) with representatives of the City of Marina, as determined by the City of Marina. It	

Task #	Task Description	Budget Remaining
	is assumed that these documents will be presented and discussed for the purpose of soliciting feedback. This scope of work assumes DD&A will organize and facilitate the meeting, including preparing the agenda, meeting notes, and confirming meeting date and location. This scope of work assumes one round of comments on the meeting materials. If this meeting is held via teleconference due to the COVID-19 emergency and Health Officer Orders, an equivalent meeting shall be held via teleconference. *b) This task includes attendance at one Marina City Council meeting to present Final – Draft OW MMP, Final – Draft Tree Ordinances, and Final – Draft Tree Protection Program (deliverables from Task 10a). This task is intended to occur after the County Board of Supervisors and Seaside City Council provide final recommendations on the deliverables from Task 9a. It is assumed that these documents would be presented and discussed for the purpose of soliciting feedback. This scope of work assumes the City of Marina will be responsible for facilitating the Council meeting. DD&A will prepare a PowerPoint presentation and submit to Seaside, County, and Marina, for review and comment. This scope of work assumes one round of comments on the presentation.*	
7b	**CRMP Presentation**	**$1,220.54**
	This task includes one meeting to present and discuss the Final Review Draft OW MMP, Final Review Draft Tree Ordinances, and Final Review Draft Tree Protection Program (the deliverables from Task 9a) with representatives of CRMP. It is assumed that these documents will be presented and discussed for the purpose of soliciting feedback. This scope of work assumes BLM will organize and facilitate the meeting, including preparing the agenda, meeting notes, and confirming meeting date and location. DD&A will prepare a PowerPoint presentation and submit to Seaside and County for review and comment. This scope of work assumes one round of comments on the presentation.	
9a	**Revised Draft Oak Woodland MMP**	**$1,049.98**
	This task includes revising the Draft OW MMP, Draft Tree Ordinances, and Draft Tree Protection Program upon receipt of comments from the County and Seaside, and produce the Final Review Draft OW MMP, Final Review Draft Tree Ordinances, and Final Review Draft Tree Protection Program. These documents will be presented and discussed during the meetings	

Task #	Task Description	Budget Remaining
	identified in Tasks 2c, 4a, and 7b. Feedback received during these meetings will be documented and considered by DD&A, Seaside, and the County for inclusion in the final deliverables. *After completion of the meetings in Tasks 2c, 4a, and 7b, it is the intent that DD&A, with Seaside, and County staff as appropriate, will present the Final Review Draft OW MMP, Final Review Draft Tree Ordinances, and Final Review Draft Tree Protection Program to the Seaside City Council and County Board of Supervisors along with the feedback received from the public, City of Marina, and CRMP, and request consideration and recommendations for revising the documents.*	
10a	**Final - Draft Oak Woodland Area MMP**	**$7,904.50**
	Based on all of the recommendations, DD&A will prepare the Final – Draft OW MMP, Final – Draft Tree Ordinances, and Final – Draft Tree Protection Program. DD&A will submit these documents to Seaside and County staff for review and comment and make any necessary revisions. This scope assumes one round of comments. DD&A will submit the documents to Seaside and County electronically for their records. The documents shall be in final form, such that they are ready to be presented to the Board of Supervisors and Seaside City Council for their governing bodies to consider adoption (County will determine and conduct environmental review as appropriate prior to presenting the documents to the Board of Supervisors for adoption. Environmental review is not part of the scope of DDA services set forth herein, and if County were to request DDA to conduct environmental review, such request would require an augmentation to the scope of services and contract dollar amount.)	
10b	**Production Expenses**	**$537.50**
	Expenses to produce meeting materials, including but not limited to, poster boards, handouts, etc.	
TOTAL BUDGET REMAINING		**$18,712.34**

AGREEMENT BETWEEN THE FORT ORD REUSE AUTHORITY AND COUNTY OF MONTEREY REGARDING ADMINISTRATIVE AND FINANCIAL MATTERS ASSOCIATED WITH FORA DISSOLUTION

This Agreement Regarding Administrative and Financial Matters Associated with FORA Dissolution (this "Agreement") is dated for reference purposes June 23, 2020 and is entered into by and between the Fort Ord Reuse Authority ("FORA"), a California public agency, and the County of Monterey (the "County"), a political subdivision of the state of California. FORA and the County are sometimes referred to herein each in the singular as a "Party" and collectively as the "Parties." This Agreement is entered with reference to the following facts:

RECITALS

A. The FORA was established pursuant to the Fort Ord Reuse Authority Act (California Government Code Section 67650 *et seq*. and referred to herein as the "FORA Act") as a regional agency to, among other things, plan, facilitate, and manage the transfer of former Fort Ord property from the United States Army (the "Army") to various municipalities and other public entities or their designees.

B. FORA acquired portions of the former Fort Ord from the Army under an Economic Development Conveyance Memorandum of Agreement between FORA and the Army dated June 20, 2000, as amended (the "EDC Agreement").

C. Pursuant to Section 67700(a) of the FORA Act, the FORA Act will become inoperative on June 30, 2020. Concurrently with the FORA Act becoming inoperative, FORA will dissolve ("FORA's Dissolution").

D. FORA is proposing to enter into and fund a contract (the "RGS Contract") with Regional Government Services ("RGS"), a California Joint Powers Authority, to carry out certain administrative and fiscal services to wind up FORA's business affairs following FORA's Dissolution. FORA is proposing to assign the RGS Contract to the County before FORA's Dissolution. Due to the shortness of time before the dissolution of FORA and the sequence of County Board of Supervisors and FORA Board of Directors meetings, the County Board of Supervisors may need to take action to approve this Agreement before FORA's Board of Directors has approved the RGS Contract. Accordingly, the Parties intend by this Agreement to provide that the County's acceptance of assignment of the RGS Contract is contingent upon the County's determination that the terms of RGS Contract are acceptable to the County and approval of the RGS Contract as to form by County Counsel. If the County accepts the assignment of the RGS Contract, a copy of the fully executed RGS Contract shall be attached to this Agreement as Exhibit 1.

E. FORA has also proposed transferring all FORA hard copy and electronic records to the County, except records (i) that will transfer to the City of Seaside (the "City") in the City's capacity as successor Local Redevelopment Authority under the EDC Agreement (ii) pertaining to FORA's Environmental Services Cooperative Agreement W9128F 07 2-0162, as amended, entered into between FORA and the Army (the "ESCA"), which records will transfer to the City

as custodian, or (iii) constituting privileged and confidential attorney client communications or attorney work product, which records will transfer to FORA's Authority Counsel, Kennedy, Archer & Giffen, PC ("Authority Counsel").

F. FORA also has proposed to transfer oversight and facilitation of the Veterans Issues Advisory Committee (the "VIAC") to the County.

G. The County is willing to accept these transfers of administrative matters, on the mutual understanding of the Parties that the transfer of such matters does not render the County liable for any acts or omissions of FORA, its officers, employees, or agents and that FORA will provide funding as set forth herein.

AGREEMENT

NOW, THEREFORE, based on the foregoing and in consideration of the mutual terms, covenants, and conditions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.0 RECORDS RETENTION AND MANAGEMENT

A. The County shall serve as custodian of the FORA Records (as defined below) after FORA's Dissolution. Prior to FORA's Dissolution, FORA shall transfer to the County all records, including personnel files, documents, and meeting records, whether such records are kept by FORA in electronic or hard copy form, except the following categories of records: (i) records transferred to the City under the ESCA; (ii) records transferred to the City in connection with the EDC Agreement; and (iii) records containing privileged attorney-client communications or attorney work product which FORA intends to transfer to Authority Counsel. The records to be transferred to the County shall be referred to herein as the "FORA Records."

B. FORA hereby agrees to transfer $174,977 to the County to defray the County's costs for management and storage of the FORA Records. FORA shall make such transfer of funds following both Parties' execution of this Agreement and no later than June 30, 2020.

C. The County's role with respect to the FORA Records is solely to serve as custodian of the FORA Records due to the dissolution of FORA. Recognizing that the former member jurisdictions of FORA may need access to the FORA Records insofar as such records relate to a matter within the member jurisdiction's official duties and responsibilities, the County shall develop procedures whereby the County shall, upon that member's request for a FORA Record, make the FORA Record available to a former member jurisdiction as soon as reasonably feasible and to the fullest extent allowed by law. Before destruction of any FORA Records, the County shall develop procedures requiring notification and consent of the former members of FORA and any such destruction shall follow the same procedures required by law for destruction of the County's records.

D. By becoming the custodian of the FORA Records upon FORA's Dissolution, the County assumes no responsibility for any actions of FORA in connection with management and retention of the FORA Records, or any failure of FORA to manage, retain, or disclose records, and the County shall have no liability for any claim, lawsuit, or proceeding arising from FORA's actions or omissions with respect to the FORA Records.

E. To the extent the FORA Records include confidential records, such as certain medical or personnel files of former employees of FORA, the County shall keep such records confidential to the extent required by law, except that the County shall have access to said records to the same extent as FORA would have had access to such records.

2.0 ASSIGNMENT AND ASSUMPTION OF RGS CONTRACT

A. FORA intends to enter into the RGS Contract in an amount not to exceed $150,000, for a term from June 30, 2020 to June 30, 2021, to perform administrative and fiscal services associated with winding up FORA's business affairs after FORA's Dissolution. Due to the dissolution of FORA, it is necessary to assign the RGS Contract to the County, effective July 1, 2020.

B. If FORA and RGS enter into the RGS Contract, FORA hereby assigns, conveys, transfers and sets over unto the County, as of July 1, 2020, all of FORA's right, title, and interest as a party in and to the RGS Contract. Provided that the terms of the RGS Contract are acceptable to the County and the RGS Contract is approved as to form by County Counsel, the County agrees to accept such assignment, subject to FORA's transfer of the funds to perform the RGS Contract as provided herein.

C. If the County accepts the assignment and assumption of the RGS Contract, FORA hereby agrees to transfer $150,000 to the County to be utilized for the purpose of payment to RGS for services rendered under the RGS Contract. FORA further agrees to transfer an additional $15,000 to the County to defray the County's costs for fiscal administration of FORA's funds and management of the RGS Contract. FORA shall make such transfer of funds following both Parties' execution of this Agreement and no later than June 30, 2020.

D. If the County accepts the assignment and assumption of the RGS Contract, the County agrees to assume all of FORA's obligations under the RGS Contract, and the County agrees to pay all sums and perform, fulfill, and comply with all covenants and obligations which are to be paid, performed, and complied with under the RGS Contract from and after July 1, 2020, provided, however, that the County assumes no liability for any act or omission of FORA and the County's obligation to make payment under the RGS Contract is limited to the afore-referenced sum transferred by FORA to the County for the RGS Contract ($150,000), and in no case shall the County be required to utilize other funds of the County, including County General Funds, to make payments under the RGS Contract, unless the County specifically agrees to do so.

3.0 FORA'S REMAINING AND LATE DISCOVERED UNPAID CONTRACTUAL OBLIGATIONS

A. The Parties recognize that FORA may have late discovered unpaid contractual obligations as well as unpaid bills for such matters as utilities and FORA consultants, for services rendered or materials supplied prior to July 1, 2020 but for which the vendor will not have provided a final invoice until after June 30, 2020 (hereafter "Unpaid Contractual Obligations"). Unpaid Contractual Obligations do not include any liability, costs, attorneys' fees, damages or other monetary award arising from any claim or litigation that is pending at the time of FORA's Dissolution or that may arise in connection with any action of FORA or its dissolution.

B. FORA will transfer to the County the remaining fund balance from FORA's accounts, petty cash, un-deposited checks, and other cash equivalents held by FORA immediately prior to FORA's Dissolution together with any additional funds received prior to the closure of FORA's books (the "FORA Remaining Fund Balance").

C. RGS shall review and certify any Unpaid Contractual Obligations for payment and shall prepare any such documentation as required by the County to make payment. The County shall use the FORA Remaining Fund Balance to pay the Unpaid Contractual Obligations in the amounts certified by RGS. If any funds remain in the FORA Remaining Fund Balance after payment of all Unpaid Contractual Obligations, the County shall distribute the funds as follows: Twenty percent (20%) may be retained by the County and twenty percent (20%) shall be distributed to each of the Cities of Del Rey Oaks, Marina, Monterey, and Seaside. To the extent the Unpaid Contractual Obligations exceed the FORA Remaining Fund Balance, the remaining Unpaid Contractual Obligations shall constitute a debt of FORA to be paid from future property tax revenues pursuant to Health and Safety Code section 33492.71. The County shall continue to accrue such property tax revenues in FORA's account until all of FORA's recognized debts have been retired.

4.0 VETERANS ISSUES ADVISORY COMMITTEE

A. FORA hereby agrees to transfer $351,053 to the County to defray the County's costs for facilitating the VIAC. FORA shall make such transfer of funds following both Parties' execution of this Agreement and no later than June 30, 2020.

B. In consideration of receipt of this funding, the County assumes responsibility to facilitate the VIAC for so long as the funds transferred by FORA for this purpose are available.

5.0 LIMIT OF LIABILITY

A. Nothing in this Agreement is intended nor shall be interpreted to make the County liable or responsible for any error, act, or omission of FORA, its officers, employees or agents.

B. Nothing herein is intended nor shall be interpreted to create an independent financial obligation of the County to use the general funds or other sources of revenue of the

County, and the County shall not be required to use its general fund or other revenue, other than the funds transferred from FORA hereunder, to carry out the County's obligations under this Agreement.

6.0 MISCELLANEOUS

A. Effective Date and Term. The Effective Date of this Agreement shall be the date this Agreement is fully executed by both Parties. The term of this Agreement shall commence on the Effective Date and continue until FORA or its assignee has transferred all funds as required under this Agreement, has transferred the FORA Records, and has taken all other actions as required by FORA under this Agreement, and the County's obligations under this Agreement shall remain in full force and effect until the funds transferred pursuant to this Agreement have been expended in accordance with the terms of this Agreement.

B. Assignment of FORA Obligations to RGS. If FORA is unable administratively to transfer the FORA Records and funds to the County prior to July 1, 2020, FORA shall assign its obligations to RGS prior to July 1, 2020 in order to ensure that all transfers of the FORA Records and funds required by this Agreement are completed.

C Accounting and Records. FORA (until FORA's Dissolution) and the County shall each maintain and account for the funds related to this Agreement. Promptly following the execution of this Agreement, FORA will exercise good faith and commercially reasonable efforts to provide the County with copies of available and appropriate documents and records pertaining to this Agreement.

D. Indemnification. Each Party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying Party or its agents, employees, contractors, subcontractors, or invitees.

E. Termination. If through any cause either Party fails to fulfill in a timely and proper manner its obligations under this Agreement, or violates any of the terms or conditions of this Agreement or applicable Federal or State laws or regulations, the non-breaching Party may terminate this Agreement upon two (2) calendar days' written notice to the breaching Party. In the event that the County has not expended all of the funds under this Agreement within ten (10) years after the Effective Date of this Agreement, then any funds remaining unexpended as of that date shall be distributed as follows: Twenty percent (20%) may be retained by the County and twenty percent (20%) shall be distributed to each of the Cities of Del Rey Oaks, Marina, Monterey, and Seaside.

F. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof. No other statement or representation by any employee, officer, or agent of any Party, which is not contained in this Agreement, shall be binding or valid.

G. Multiple Originals; Counterparts. This Agreement may be executed in multiple counterparts, each of which is deemed to be an original, and all of which together shall be deemed to be one and the same instrument. The signature pages of each counterpart may be detached and attached to a single copy of this Agreement which shall for all purposes be treated as a single, original document.

H. Modifications. This Agreement shall not be modified except by written instrument executed by and between the Parties.

I. Interpretation. This Agreement has been negotiated by and between the representatives of both Parties, all being knowledgeable in the subject matter of this Agreement, and each Party had the opportunity to have the Agreement reviewed and drafted by its respective legal counsel. Accordingly, any rule of law (including Civil Code Section. 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effectuate the purpose of the Parties and this Agreement.

J. Days. As used in this Agreement, the term "days" means calendar days unless otherwise specified.

K. Relationship of the Parties. Nothing in this Agreement shall create a joint venture, partnership or principal-agent relationship between the Parties.

L. Waiver. No waiver of any right or obligation of either Party hereto shall be effective unless in writing, specifying such waiver, executed by the Party against whom such waiver is sought to be enforced. A waiver by any Party of any of its rights under this Agreement on any occasion shall not be a bar to the exercise of the same right on any subsequent occasion or of any other right at any time.

M. Further Assurances. The Parties shall make, execute, and deliver such other documents, and shall undertake such other and further acts, as may be reasonably necessary to carry out the intent of this Agreement.

[*signatures appear on following pages*]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth beside the signature of each, the latest of which shall be deemed to be the effective date of this Agreement.

Dated: June 26, 2020

FORT ORD REUSE AUTHORITY

By: _____
Joshua Metz,
Executive Officer

Approved as to form:

By: _____
Authority Counsel

Dated: June 23, 2020

COUNTY OF MONTEREY

By: _____
Chris Lopez, Chair
Monterey County Board of Supervisors

Approved as to form:

By: _____
Wendy S. Strimling
Assistant County Counsel

Signature page to Agreement

EXHIBIT 1
RGS CONTRACT
(to be attached when fully executed)

This Agreement is made by and between the **Fort Ord Reuse Authority**, a California public agency (hereinafter "FORA")), **Regional Government Services Authority**, a joint powers authority (hereinafter "CONTRACTOR" or "RGS"), and the **County of Monterey** ("County"), a political subdivision of the State of California.

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

1.0 GENERAL DESCRIPTION

1.01 FORA (through June 30, 2020) and the County of Monterey (after June 30, 2020) hereby engage 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 administrative and fiscal services to wind up FORA's business affairs immediately prior to FORA's dissolution and for one year following FORA's dissolution.

1.02 FORA was established pursuant to the Fort Ord Reuse Authority Act (California Government Code Section 67650 *et seq*. and referred to herein as the "FORA Act"). Pursuant to Section 67700(a) of the FORA Act, the FORA Act will become inoperative on June 30, 2020. Concurrently with the FORA Act becoming inoperative, FORA will dissolve ("FORA's Dissolution"). Accordingly, effective July 1, 2020, FORA assigns this Agreement to the County of Monterey, and the County of Monterey accepts the assignment of this Agreement effective upon the execution of this Agreement by a duly authorized official of the County of Monterey.

1.03 Pursuant to the Transition Plan adopted by the FORA Board on June 26, 2020, FOR A will, on or before June 30, 2020, add the County of Monterey as a signatory to the Section 115 Trust account with authority to expend the funds in that account for the purpose of being applied to the satisfaction or reduction of the unfunded pension liability under the CalPERS contract when that amount has been finally determined. The County Auditor-Controller or her designee is hereby authorized on behalf of the County to add the County as signatory to the afore-referenced account and to release the funds to CalPERS when the amount of the unfunded pension liability has been finally determined.

2.0 PAYMENT PROVISIONS

2.01 FORA shall pay the CONTRACTOR for services rendered by RGS prior to July 1, 2020, and the County shall pay the CONTRACTOR for services rendered on or after July 1, 2020, all in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount

payable to CONTRACTOR under this Agreement shall not exceed the sum of $150,000.00. County's obligation to pay for services rendered by RGS under this Agreement is limited to the sum of $150,000 transferred from FORA to County to pay for these services.

3.0 TERM OF AGREEMENT

3.01 The term of this Agreement is from June 15, 2020 to June 30, 2021, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and FORA and with FORA signing last. The Effective Date of this Agreement shall be the date FORA executes this Agreement. The assignment to the County of this Agreement shall not take effect until July 1, 2020 or until a duly authorized official of the County signs this Agreement, whichever is later. **CONTRACTOR may not commence work before FORA signs this Agreement.**

3.02 FORA (through June 30, 2020), and after June 30 the County, reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty (30) day 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 FORA or the County, or immediate family of any employee of FORA or 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 FORA or County premises, property (including equipment, instruments, or supplies) or

personnel for any purpose other than in the performance of tis obligations under this Agreement.

6.0 PAYMENT CONDITIONS

6.01 Prices shall remain firm for the initial term of the Agreement (through June 30, 2021), and, thereafter, if the term of this Agreement is extended by amendment, may be adjusted annually as provided in this paragraph. FORA and County do 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 (90) days 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. FORA or after June 30 the County shall certify the invoice, either in the requested amount or in such other amount as FORA or the County approves in conformity with this Agreement, and shall promptly submit such invoice or payment. FORA or after June 30 the County shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION

7.01 During the term of this Agreement, FORA (through June 30, 2020), the County (after June 30, 2020) or CONTRACTOR may terminate the Agreement for any reason by giving written notice of termination to the other party at least thirty (30) days prior to the effective date of termination. 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 FORA (through June 30, 2020) or the County (after June 30, 2020) 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 FORA or the County terminates this Agreement for good cause, FORA or the County respectively may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which the County deems proper. The cost

to the County shall be deducted from any sum due to the CONTRACTOR under this Agreement.

7.03 The FORA's and 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 the 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. Nothing herein is intended nor shall be interpreted to create an independent financial obligation of the County to use the general funds or other sources of revenue of the County, and the County shall not be required to use its general fund or other revenue, other than the funds transferred from FORA specifically for this purpose, to pay for RGS's services under this Agreement.

8.0 INDEMNIFICATION

8.01 CONTRACTOR shall indemnify, defend, and hold harmless the FORA and the County, their officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) to the extent 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 to the extent 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 FORA (through June 30, 2020) or the sole negligence or willful misconduct of the County (after June 30, 2020). "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 FORA's Contracts/Purchasing Department and to the County Resource Management Agency, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work

under this Agreement until it has obtained all insurance required and FORA or the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers:
All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the FORA's Purchasing Manager or County Resource Management Agency. Pursuant to California Government Code §990, as a public entity, CONTRACTOR may satisfy the coverage requirements set forth herein with a combination of self-insurance and self-insured pool insurance.

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 note 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 sections(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to FORA approval.)

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

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the sections(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to FORA 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 accidental 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 sections(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to FORA 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 note less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice of 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 sections(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to FORA approval.)

9.04 Other Requirements

All insurance required by this Agreement shall be with a company acceptable to the FORA and 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 the County of Monterey shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage 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 form 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 Fort Ord Reuse Authority (through June 30, 2020) and the County of Monterey (starting July 1, 2020), its officers, agents, an 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 FORA or the County and that the insurance of Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR's insurance**. The required endorsement form for the 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 execution of this Agreement by the FORA and by County, CONTRACTOR shall file certificates of insurance with the FORA's contract administrator and FORA's Contracts/Purchasing Division and also with County Resource Management Agency, showing that CONTRACTOR has 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 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 time 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 Resource Management Agency. If the certificate is not received by the expiration date, FORA 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 the 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 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 information received from the FORA or prepared in connection with the performance of this Agreement, unless FORA or the County specifically permits CONTRACTOR to disclose such records or information CONTRACTOR shall promptly transmit to FORA any 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. CONTRACTOR is a public agency subject to the California Public Records Act (the "CPRA"), and CONTRACTOR and FOR A will comply with this Agreement to the extent that it does not conflict with the CPRA. Notwithstanding any other provision of this paragraph, County does not exercise custody or control of RGS's purely internal records, not shared with the County, which RGS may prepare for its own legitimate purposes while carrying out this Agreement ("RGS Internal Business Records").

10.02 FORA Records. When this Agreement expires or terminates, CONTRACTOR shall return to County, as custodian of FORA records following FOR A dissolution, any FORA records which CONTRACTOR used or received from FORA or 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 FORA 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. FORA and 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 for audit purposes. 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 FORA or the County or as part of any audit of FORA or 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. The County 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, except for RGS Internal Business Records. CONTRACTOR shall not publish any such material without the prior written approval of the County.

11.0 NON-DISCRIMINATION

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to

such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS

12.01 If this Agreement has been or will be funded with monies received by FORA or the County pursuant to a contract with the state or federal government in which FORA or the County is the grantee, CONTRACTOR will comply with all provision 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, FORA or the County, whichever is the grantee, 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 obligation under this Agreement, CONTRACTOR, is at all times acting and performing as an independent contractor and not as an employee of FORA or the County. No offer or obligation of permanent employment with FORA or County or FORA or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from FORA or the County any form of employee 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 FORA harmless from any all liability which FORA 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 FORA and CONTRACTOR's contract administrators at the addresses listed below:

FOR FORA:	FOR CONTRACTOR:
Josh Metz, Executive Officer Fort Ord Reuse Authority 920 2nd Street, Suite A Marina, CA 93933 Email: robert@fora.org	Richard H. Averett, Executive Director Regional Government Services Authority P. O. Box 1350 Carmel Valley, CA 93924 Email: contracts@rgs.ca.gov

FOR COUNTY:
Carl P. Holm, AICP, Director County of Monterey Resource Management Agency 1441 Schilling Place, 2nd Floor South Salinas, CA 93901 Email: holmcp@co.monterey.ca.us

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 wit the full and complete performance of the services required to be rendered under this Agreement.

15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and CONTRACTOR.

15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and 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 condition in this Agreement.

15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest obligation in this Agreement without the prior written consent of FORA (through June 30, 2020) or the County (after June 30, 2020). None of the services covered by this Agreement shall be subcontracted by CONTRACTOR 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 FORA 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. Effective

July 1, 2020, FORA assigns its rights, privileges, duties, and obligations under this Agreement to the County of Monterey.

15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state and local laws and regulations in performing this Agreement.

15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both FORA and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

15.13 Construction of Agreement. FORA, the County, and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15 Authority. Any individual executing this Agreement on behalf of the FORA, the County, or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the FORA, 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 FORA, the County, and the CONTRACTOR as of the effective date of this Agreement.

15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

16.0 SIGNATURE PAGE

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

FORT ORD REUSE AUTHORITY

By: Josh Metz
Josh Metz, Executive Officer

Date: 6/29/2020

CONTRACTOR

Regional Government Services Authority

By: Richard Averett
Richard H. Averett,
RGS Executive Director

Date: 6/29/2020

COUNTY OF MONTEREY

By: Charles McKee
Charles McKee,
County Administrative Officer

Date: 6-30-20

Approved as to form:

By:
~~County/Deputy~~ County Counsel

EXHIBIT A – SCOPE OF SERVICES AND PAYMENT PROVISIONS

Scope of Service

It is the intent of this scope of work to allocate primary responsibility to RGS for all tasks associated with the winding down of FORA responsibilities and business affairs after FORA dissolution on June 30, 2020, with County's role limited to oversight. RGS' designated staff will provide transition services from June 15, 2020 through June 30, 2021 as needed and/or requested by FORA through June 30, 2020 and thereafter by the County. RGS's responsibilities under this scope of work include but are not limited to the following:

- Assume principal role in wind-up efforts required as a result of the dissolution of the Fort Ord Reuse Authority, including but not limited to disposition of physical assets, transfer of documents and records, handling questions from the public and customers, and, or performing other tasks as requested by the County.

- Oversee and manage the effort required to complete the Section 115 Trust to satisfy FORA's pension obligation to CalPERS. Coordinate as needed with the City of Marina, in its capacity as Administrator of the bond issued by FORA, related to settlement of FORA's final payment to CalPERS.

- Provide on-going finance services, including management of accounts payable, handling invoices, and reviewing requests for payments for contracts and pledges post June 30, 2020. RGS staff will prepare warrants for review and signature by County staff.

- Manage, support, and provide oversight of FORA's Final Year Audit to be conducted by Moss, Levy & Hartzheim LLP, the audit firm retained by FORA in advance of dissolution.

- Provide human resources services as needed, such as employment verification, distribution of final year tax documents, and filing documents required by State or Federal authorities, with coordination with County Auditor and Human Resources as needed.

- Provide support, as needed, for management of tasks assigned to the County as a result of FORA dissolution.

- Provide assistance to the County, if needed, for Public Records Act requests, records management and transfer of records.

- Provide such other services as may be required in connection with the dissolution of the Fort Ord Reuse Authority, as requested.

Payment Provisions

Fees. Agency agrees to pay to RGS the hourly rates set forth in the table below for each RGS employee providing services to Agency, which are based in part on RGS' full cost of compensation and support for the RGS employee(s) providing the services herein described.

RGS STAFF

CLASSIFICATION	HOURLY RATE*
Chief Operating Officer	$135 to $220
Deputy Chief Operating Officer	$130 to $195
Senior/Lead Advisor	$125 to $190
Advisor	$115 to $160
Project Advisor	$105 to $125
Project Coordinator	$85 to $120
Technical Specialist	$75 to $115

Terms of Payment. RGS shall submit invoices monthly for the prior month's services. Invoices shall be sent approximately 10 days after the end of the month for which services were performed. All invoices submitted after June 30, 2020 shall reference the Project Name and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to RMA-Finance-A-GP@co.monterey.ca.us:

County of Monterey
Resource Management Agency (RMA) – Finance Division
1441 Schilling Place, 2nd Floor South
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement, after June 30, 2020, should be directed to the RMA Finance Division at (831) 755-4800 or via email to: RMA-Finance-AP-GP@co.monterey.ca.us.

Payment Address. All payments due RGS shall be paid to:

Regional Government Services Authority
PO Box 1350
Carmel Valley, CA 93924

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Introduced: 9/27/2021 **Current Status:** Scheduled PM

Version: 2 **Matter Type:** General Agenda Item

a. Introduce, waive reading, and set October 19, 2021 at 10:30 a.m. as the date and time to consider the adoption of an ordinance amending Chapter 7.90 of the Monterey County Code to allow permitted cultivators to modify the total canopy area of any cultivation or nursery operation in their commercial cannabis permit on two occasions during the permit's annual term if certain criteria are met; and
b. Provide direction to staff as appropriate.

RECOMMENDATIONS:
It is recommended that the Board of Supervisors:

a. Introduce, waive reading, and set October 19, 2021 at 10:30 a.m. as the date and time to consider the adoption of an ordinance amending Chapter 7.90 of the Monterey County Code to allow permitted cultivators to modify the total canopy area of any cultivation or nursery operation in their commercial cannabis permit on two occasions during the permit's annual term if certain criteria are met; and
b. Provide direction to staff as appropriate.

SUMMARY
The Cannabis Program ("Program") holds monthly meetings to discuss cannabis industry concerns and share information. At the August 23, 2021 industry meeting, permittees cited a substantial decline in wholesale commercial cannabis pricing being experienced locally and throughout California. These collective concerns were voiced at the August 24, 2021 Board of Supervisors ("BoS") meeting via public comment, along with a request from the public that an ordinance be considered to provide tax relief to operators due to this loss of revenue. Several letters were also sent as public comment to the BoS. (Attachment A). The industry's input corresponded to recent articles found in the MJ Biz Daily dated August 6, 2021 and the Press Democrat dated August 27, 2021 respectively. (Attachment B).

Monterey County imposes an annual business tax on cannabis businesses pursuant to Monterey County Code Chapter 7.100 and such tax is collected by the Treasurer-Tax Collector's Office ("TTC"). This tax is imposed on a fiscal year basis, and is due and payable in quarterly installments. The tax liability for permittees is determined by the canopy self-designated in their annual registration form or the Commercial Cannabis Permit ("CNB").

Permittees are assessed $8.00 per square foot of indoor canopy, $5.00 per square foot of mixed light canopy, and $1.00 per square foot of nursery canopy. Pursuant to Monterey County Code Chapter 7.90, permittees may modify the canopy limit allowed by their registration form or CNB one time

during the annual term.

Staff has prepared a retrospective on the ability of the California Cannabis Authority ("CCA") to work with the Program and local industry through analysis and real-time data reports. Staff also reviewed prior policy decisions, including amendments, current cultivation figures, and corresponding tax revenues. Staff has identified modifications approved in prior years and the implications of permitting additional modifications. Based on the BoS direction, a draft ordinance amending Chapter 7.90 to allow permitted cultivators to modify the total canopy area of any cultivation or nursery operation in their commercial cannabis permit on two occasions during the permit's annual term if certain criteria are met. This proposed change would increase operator flexibility for canopy registration. The ordinance also makes updates to streamline administrative processes of the commercial cannabis permit.

The Program is mindful of these considerations for the BoS to review in determining relevance to the proposed policy change to Monterey County Code Chapter 7.90. The amendment would impact multiple County departments in relation to staff time and related costs. This proposed amendment reiterates the need for a well-coordinated Cannabis Program with efficient use of staff time combined with our industry's solid business plans. Lastly, the additional modification to square footage would likely decrease commercial cannabis tax revenue for the current and future fiscal years. The industry proposes to decrease square footage in the winter months and, if feasible, increase during the spring. The Program will carefully need to monitor and provide updates to the BoS Cannabis Committee on changes to projected commercial cannabis tax revenue.

DISCUSSION:

Current Cultivation Figures and Tax Revenue

For FY 2021-22, the Program reported to the BoS Cannabis Committee, our commercial cannabis industry would cultivate 3,351,430 square feet ("sq. ft.") of mixed light, 100,469 sq. ft. of indoor, and 1,527,714 sq. ft. of nursery for an estimated projection of $19,088,622 in cultivation tax revenue for this fiscal year.

Implications of Permitting Additional Modifications

Historically, the Program has processed 22 modifications in Fiscal Year ("FY") 2019-20 to commercial cannabis square footage. Of the 22 requested modifications, 5 were to decrease and 17 to increase. In FY 2020-21, 31 modifications were approved; 24 to increase and 7 to decrease.

The process to analyze and approve a modification requires review and updates to several systems among the Cannabis Program team. It should not be considered a minimal set of work tasks. To that end, the BoS approved a Cannabis Program Modification fee of $1,070 in May 2021. A cultivation square footage modification requires the following internal process steps:

- The permittee submits a modification request.
- The Program responds with a standard letter acknowledging the request and allowing sixty (60) days to review compliance with the Good Standing Criteria. (Attachment C)
- The licensee does not need to submit a "Science Amendment" to the Department of Cannabis

Control ("DCC") for a temporary modification to reduce cultivation square footage; however, the licensee cannot use the premise as originally approved for any other purpose during this temporary change.

  - If a "Science Amendment" is required, it is important to note that the Program has received input from DCC regarding delays in processing applications including amendments.
  - Once approved, the licensee forwards the amended site diagrams to the Program.
- The Program requests TTC to review the modification request.
- If TTC has no objections, the following will occur:
  - The Program conducts a site inspection to measure cultivation square footage.
  - If the site inspection meets the requested modification, the Program reviews with County departments to confer.
- If approved, the Program issues the permittee the Program Modification Fee invoice.
- TTC updates their system and records to calculate the modified tax invoice amount.
- Once paid, the Program issues the letter approving the modification with an effective date.
  - Department systems and tracking reports must be timely updated with the modifications to ensure correct commercial cannabis tax invoices and the Program's ability to track cultivation square footages by permittee. These work tasks involve multiple levels of staff within cannabis departments.
  - If a permittee has been approved for a CNB, a modified CNB permit needs to be issued and posted at the permittee's site.

Budgetary impacts of reduced cultivation tax revenue

If the proposed amendment to Monterey County Code Chapter 7.90 is adopted by the BoS, staff estimates a decline in commercial cultivation tax revenue. Several industry operators have stated they will decrease the square footage in the winter months and hopefully increase in the spring. The Program contacted Monterey County Cannabis Industry Association to identify a projected decrease in commercial cannabis square footage, however, they did not believe it would be possible to gather information at the time of this writing. The outlook for wholesale cannabis pricing is unclear, as is how local operators will respond to these conditions. As such, the Program is unable to determine if this is a seasonal decline or a permanent market correction and cannot provide a projection with a reasonable level of certainty.

Cannabis Compliance Inspections

The Cannabis Compliance Inspection process continues to be improved over time. In response to industry comments, compliance inspections are scheduled quarterly unless a site inspection is required as a follow-up to a variety of work tasks. The following are work task examples: Metrc compliance, approved modifications, approval of a CNB, stop work orders, stipulated agreements, and code enforcement cases. With an additional modification to square footage, there will likely be an increase in compliance inspections. Additional site visits will be needed to approve the (decrease/increase) modification, ensure the greenhouse or structure is approved, and periodically measure the square footage to ensure the permittee stays within the approved amount. It is important to note, if a permittee decreases cannabis cultivation square footage, the licensee retains active state cultivation licenses that likely exceed the reduced square footage amount. State licenses are issued on an annual

basis.

Considerations to the impact of Commercial Cannabis Tax Revenue for Fiscal Year 2021-22
Staff reached out to the Monterey County Cannabis Industry Association ("MCCIA") in late August inquiring the number of operators that would seek a modification in the fall of 2021 to decrease square footage if the proposed amendment was approved. The response was that it would be difficult to know with certainty. Although permittees who participate in the Coastal Grower's Association ("CGA") industry meetings have stated, if they were allowed two modifications they would submit a request to do so, staff does not have an estimated number to report at the time of this writing. In the past, electronic surveys have not proved to be successful in seeking this type of information.

Ordinance to Amend Chapter 7.90
The draft ordinance increases the number of times a cultivator may modify their canopy registration, in addition to clerical changes to reflect administration of the Chapter by the Cannabis Program. A redlined and clean version of the ordinance are attached to this report. (Attachments D and E).

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel was involved in the preparation of the ordinance and report. The Office of the County Counsel approved the ordinance as to form.

FINANCING:
It is uncertain how revenue may be affected in current and subsequent fiscal years. The Program reports performance indicators to the BoS Cannabis Committee monthly and collected commercial cannabis tax revenue quarterly.

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: Cultivator Letters on Canopy Adjustment and Taxation
B: News Articles
C: Good Standing Criteria
D: Draft ordinance (redline version)
E: Draft ordinance (signed clean version)

DocuSign Envelope ID: 6A28CD24-5076-4E1D-A012-738A1831EA39

Monterey County

Board Report

Legistar File Number: 21-830

Item No.

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

October 05, 2021

Introduced: 9/27/2021 **Current Status:** Draft
Version: 2 **Matter Type:** General Agenda Item

a. Introduce, waive reading, and set October 19, 2021 at 10:30 a.m. as the date and time to consider the adoption of an ordinance amending Chapter 7.90 of the Monterey County Code to allow permitted cultivators to modify the total canopy area of any cultivation or nursery operation in their commercial cannabis permit on two occasions during the permit's annual term if certain criteria are met; and
b. Provide direction to staff as appropriate.

RECOMMENDATIONS:
It is recommended that the Board of Supervisors:

a. Introduce, waive reading, and set October 19, 2021 at 10:30 a.m. as the date and time to consider the adoption of an ordinance amending Chapter 7.90 of the Monterey County Code to allow permitted cultivators to modify the total canopy area of any cultivation or nursery operation in their commercial cannabis permit on two occasions during the permit's annual term if certain criteria are met; and
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Control ("DCC") for a temporary modification to reduce cultivation square footage; however, the licensee cannot use the premise as originally approved for any other purpose during this temporary change.
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- Once paid, the Program issues the letter approving the modification with an effective date.
    - Department systems and tracking reports must be timely updated with the modifications to ensure correct commercial cannabis tax invoices and the Program's ability to track cultivation square footages by permittee. These work tasks involve multiple levels of staff within cannabis departments.
    - If a permittee has been approved for a CNB, a modified CNB permit needs to be issued and posted at the permittee's site.

Budgetary impacts of reduced cultivation tax revenue

If the proposed amendment to Monterey County Code Chapter 7.90 is adopted by the BoS, staff estimates a decline in commercial cultivation tax revenue. Several industry operators have stated they will decrease the square footage in the winter months and hopefully increase in the spring. The Program contacted Monterey County Cannabis Industry Association to identify a projected decrease in commercial cannabis square footage, however, they did not believe it would be possible to gather information at the time of this writing. The outlook for wholesale cannabis pricing is unclear, as is how local operators will respond to these conditions. As such, the Program is unable to determine if this is a seasonal decline or a permanent market correction and cannot provide a projection with a reasonable level of certainty.

Cannabis Compliance Inspections

The Cannabis Compliance Inspection process continues to be improved over time. In response to industry comments, compliance inspections are scheduled quarterly unless a site inspection is required as a follow-up to a variety of work tasks. The following are work task examples: Metrc compliance, approved modifications, approval of a CNB, stop work orders, stipulated agreements, and code enforcement cases. With an additional modification to square footage, there will likely be an increase in compliance inspections. Additional site visits will be needed to approve the (decrease/increase) modification, ensure the greenhouse or structure is approved, and periodically measure the square footage to ensure the permittee stays within the approved amount. It is important to note, if a permittee decreases cannabis cultivation square footage, the licensee retains active state cultivation licenses that likely exceed the reduced square footage amount. State licenses are issued on an annual

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basis.

Considerations to the impact of Commercial Cannabis Tax Revenue for Fiscal Year 2021-22
Staff reached out to the Monterey County Cannabis Industry Association ("MCCIA") in late August inquiring the number of operators that would seek a modification in the fall of 2021 to decrease square footage if the proposed amendment was approved. The response was that it would be difficult to know with certainty. Although permittees who participate in the Coastal Grower's Association ("CGA") industry meetings have stated, if they were allowed two modifications they would submit a request to do so, staff does not have an estimated number to report at the time of this writing. In the past, electronic surveys have not proved to be successful in seeking this type of information.

Ordinance to Amend Chapter 7.90
The draft ordinance increases the number of times a cultivator may modify their canopy registration, in addition to clerical changes to reflect administration of the Chapter by the Cannabis Program. A redlined and clean version of the ordinance are attached to this report. (Attachments D and E).

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel was involved in the preparation of the ordinance and report. The Office of the County Counsel approved the ordinance as to form.

FINANCING:
It is uncertain how revenue may be affected in current and subsequent fiscal years. The Program reports performance indicators to the BoS Cannabis Committee monthly and collected commercial cannabis tax revenue quarterly.

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 DocuSigned by: 910D1286CA694A8... 9/28/2021 | 9:32 AM PDT

Attachments:
A: Cultivator Letters on Canopy Adjustment and Taxation
B: News Articles
C: Good Standing Criteria
D: Draft ordinance (redline version)
E: Draft ordinance (signed clean version)

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RIVERVIEW
FARMS

August 17, 2021

URGENT HELP NEEDED

Joann Iwamoto
Cannabis Program Manager
County Administrative Office
168 W. Alisal St., 3rd Floor
Salinas, CA 93901

Dear Joann:

The Cannabis industry is in dire straits! The Cannabis market for cultivators/distributors has taken a drastic downturn since January 2001. Growers have had to scale back cultivation operations by 50%. The market for greenhouse flower this year has been greatly affected by the over production of goods, and not enough legal outlets to sell too. The price per lb is down by OVER $500+ a lb for premium flower, from what it was last year.

Growers are having a very challenging time finding sales outlets for our product, and buyers are requesting at minimum of 30+ day terms to pay for our product, and there is no guarantee on payment. That being said, we all have more flower than we can currently sell.

These factors lead us to this **very urgent request** for the County's help. We respectfully request a modification of the current "ordinance"of allowing greenhouse growers to only modify their canopy 1 time per year to the following: **QUARTERLY CANAPY ADJUSTMENTS WITH A 30 DAY NOTICE PRIOR TO THE START OF THE QUARTER**, allowing growers to take advantage of a tax break during the slow peaks in the market when they have to scale back cultivation.

Riverview Farms itself has had to scale back 50% and completely "turn off" its cultivation canopy on its second site (23820 Potter Road), which is approximately 110k sq ft of production. We do NOT WANT to do this, but we HAVE absolutely no choice as the sales are not there. In addition, we are adjusting cultivation square footage at Site-1 (23940 Potter Road) by 40% by leaving benches empty and reducing plant counts.

Most of us have already cut costs of goods, labor, soil, fertilizer (to ride out the market) basically any and all greenhouse/facility operating costs have been scaled back, which also hurts the County as a whole.

Joann, our current situation is dire as unsold product will mold and become a total loss. We have to lower production to stop hemorrhaging a total loss. If the growers could get your and the County's help preventing the loss of our operations, by giving us an avenue to reduce and later renew our canopy square footages, you will be protecting the Cannabis Industry as a whole, and ensuring continuous tax revenue to the County.

Currently we are allowed only 1 adjustment per year to canop square footages. By reducing our square footage now, as we have no choice but to do, we will not be able to reactivate and use that canopy—and once again increase cultivation tax revenue generated—until next fiscal year. With that being said, if the market changes in 3 or 6 months, why not allow us to start filling production square footages again thus, increasing tax revenue for the County that supports us.

In conclusion, we as cultivators are also requesting an emergency tax break of the $2.50 a sq ft, on greenhouse cultivation until the next fiscal year. We do not want to lose our licenses, nor be in bad standing with the County however, there may be no money to pay our taxes in the future, as we struggle to cover payroll/expenses and the market has not even hit rock bottom yet.

We desperately need your help!

Respectfully submitted,

MICHELLE HACKETT
michelle@riverviewfarms831.com
831-801-6223

cc:
Monterey County Board of Supervisors
Mary Zeeb, Monterey County Treasurer Tax Collector

22785 Fuji Lane
Salinas, CA 93908

August 16, 2021

Dear Joann,

As you know I represent several Cannabis Operations in Monterey County and am writing this letter on behalf of Monterey Botanicals LLC, our primary cultivation facility. The purpose of this letter is to ask that your department advocate for removal of the current inflexible "once a year" canopy adjustment regulations.

While I am sure you have received many letters explaining the current state of the cannabis Industry, the downward pressure on product price point, and surplus from lower quality producers in other regions of the State, I am going to approach this from a different angle. I believe that we are all in agreement that our industry is rapidly and continuously changing and evolving, and that the current state of the industry is much different than what was initially envisioned when the current regulations were set forth. The rapid evolution of this emerging industry requires a partnership between governmental agencies and the businesses of the industry in order to be successful and sustainable. Historically, the County has proven to be sensitive to these challenges and willing to adapt- the best example of this was the Canopy Tax adjustment that occurred a few years ago, and the subsequent stays of the tax rate in the following years. I am also sure that you would agree that our partnership's goal is to ensure not only a sustainable industry, but one that is necessarily highly competitive with other counties and municipalities within the state. The way that You and the County Supervisors have listened to Industry operators has had a very important positive impact on the ability of businesses to stay open and be competitive, and this is greatly appreciated. However, it is critical that we continue this path together and as new and unforeseen developments in market conditions unfold in real time.

As mentioned above, one important item that needs to be urgently addressed is the ability of Operators to periodically manipulate their active canopy throughout the year. The abolishment of the overly restrictive stance on canopy adjustments (one per year) is a regulatory adjustment that must be made in order to allow our local businesses to be sustainable into the future. The winter months are extremely challenging for many cannabis cultivation businesses, and if the proper infrastructure (environmental controls and lighting) is not in place, growing a crop during these months is a losing venture that can easily eclipse the small profits that we can make in other periods of the year. Being forced to pay for canopy that is not being used is unfair and unreasonable by any standard, and we need to be turn off the canopy tax of certain areas if we need to perform repairs or maintenance on. Currently, many, if not all of us are working towards costly compliance items and expansion projects, both of which are capital intensive. For example, the cost of water

22785 Fuji Lane
Salinas, CA 93908

system compliance along with the infrastructure necessary to meet electrical needs is a seven-digit expenditure. Aside from these efforts, ongoing maintenance, and cap ex projects with very limited access to financing makes achieving financial success in this industry a very challenging feat.

Simply put, the cost of building a compliant and sustainable/profitable cannabis cultivation operation is extremely high; and onerous and inflexible taxation of these operations during their infancy will delay, impede, or extinguish their ability to succeed in the future. This not only hurts the owners and investors of these businesses, but the long-term tax revenue of the County and the State. In other words, our partnership will be most successful if our path to profitability is not impeded or delayed, and in turn, the County and its residents will benefit through increased tax revenue.

When considering the basis of the "once a year adjustment" (convenience, avoidance of manipulation, consistent tax revenue) versus the detriments to the industry, the scales most certainly tip towards modification of the current regulation. If you were to allow an adjustment at each quarter end, at least until all projects are fully developed, you would be removing a tremendous burden on the industry by allowing us to adapt to unforeseen changes. Removing this burden will allow the industry to continue its trajectory and hopefully become the example that the nation will follow.

Respectfully,

Michael Ferguson
Chief Operating Officer

DATE: August 16, 2021

TO: Monterey County Supervisors
Joann Iwamoto, Cannabis Program Manager

FROM: Chris Boggs
Co-Owner, LSB Enterprise, LLC (dba Wave Rider Nursery)

RE: State of the Cannabis Industry

Dear County Supervisors and Joann,

As I write this, I'm carefully picking and choosing which bills I'm going to pay this week. As you may not be aware the California cannabis industry is experiencing a market correction like none other. The cause of which is up for debate, but over supply is surely at the heart of it. We've seen pricing drops in years past, but those have been cyclical and related to the times of the year when the outdoor crops are hitting the market. This year is much different. Prices dropped like a rock about 8 weeks ago and shows no sign of returning. Product that would fetch $1,500 per pound this time last year is now only fetching $600-$700 per pound and that's only if you get a distributor willing to take it, sometimes only on consignment terms. This is extremely worrisome as we head into the fall when prices normally decline anyways and production drops due to shorter day length. How low is the market going to go? No one has a crystal ball, but I believe the worst is yet to come. All this, combined this with the inflationary price increases for nearly every input, we have an imperfect storm on our hands.

All that said, the cannabis industry needs help immediately! I understand why the county cannabis tax is based on canopy size, as that's what was voted for initially. There are some benefits to this approach, but there are also negatives that are exacerbated by a declining market. It would be an ideal time for the county to consider a new type of canopy taxation that can somehow be tied to production. The fact that we owe canopy tax 365 days a year, puts us at a huge disadvantage to other counties that have adopted a gross receipts tax. Many growers, including ourselves are considering letting some greenhouse space sit fallow this winter. Adjusting the canopy tax to reflect actual utilized canopy space is a good start, it may not be the silver bullet. I think the county should seriously consider an emergency slashing of the tax from $5.00/ sq ft to $2.50/sq ft.

This seems drastic, but for some it likely will be too little too late. Operators that are tied to high lease payments or high interest debt servicing will likely be the first to fall. Most operators make their money in the summer and then lose money all winter. NOBODY is making money this summer. With conventional bank financing unavailable most are not in a position to absorb a loss. Make no mistake, the situation is dire. Any help the county can provide us with will be much appreciated! Thank you for reading my thoughts!

Monterey Valley Pride
20400 Spence Road
Salinas, CA 93908

August 16,2021

Joann Iwamoto, Cannabis Program Manager
Monterey County Supervisors

Sergio Silva
Managing Partner, Monterey Valley Pride

RE: Cannabis Industry Survival

Dear Joann and County Supervisors,

I'm writing this letter in regard to the current state of the cannabis industry.
Prices have declined over the past several weeks and there is no sign of change in the near future. The price has now dropped significantly between $500-$600 per pound. This being only if a distributor is willing to take it on consignment terms. This is extremely bothersome as we head into fall where prices normally decline due to shorter days and production drops.

The cannabis industry is taking a huge hit and needs help that can be provided in order to survive. Currently, the cannabis tax is based on canopy size as voted in initially, However, due to the market decline, we are requesting that canopy tax to get reduce to $2.50 per sq'. And canopy tax based only on utilized canopy space being used. Our greenhouse total square footage is 230,000. During this winter months, only 100,000 sq. ft. will be used for growing leaving 130,000 sq ft. unused. If we only paid canopy taxes on the actual growing space this would hopefully help us survive this wave during this current market condition.

Any help or assistance the county can provide us in this dire situation would greatly be appreciated.
Thank you for your time!

Sincerely,

Sergio Silva

To Monterey County,

We as cannabis cultivators are concerned about the recent deterioration of the cannabis market. It has severely restricted our cash flow. We do not know how long this market correction will last or how long we can continue to operate our greenhouses at a negative cash flow.

Winter is coming up soon and during this period prices and yield are the lowest of the year. In order to preserve working capital we are considering reducing flowering canopy area by at least 50,000 sqft.

I would like to propose that the county allows us to fallow our canopy area free of Monterey County cannabis business taxes during the time we are out of production.

Curtis Louie
Janet Louie
John Louie
Old Stage Partners
JL Farms

New Leaf Family Farms, Inc.
20260 Spence Rd.
Salinas, Ca. 93908

Monterey County Cannabis Program

Monterey County Board of Supervisors

August 16, 2021

To whom it may concern,

The California Cannabis market has been going through a supply and demand imbalance. The oversupply has been driving down prices to an all-time low at an average price of $500/ lb. At these prices, New Leaf Family Farms is unable to operate at a break-even cash flow. At this rate, it is very unlikely that we will last the consolidation of this cycle. We are looking at shutting a portion of our operation temporarily to lower our cost and combat this imbalance. We at New Leaf Family Farms ask our County officials to act appropriately and promptly in the industry's growing concern. We are requesting the County to increase the canopy manipulation from yearly to quarterly and lower the canopy flowering tax from $5 to $2.5 per sq. ft. By these actions, we can hopefully save Monterey County Cannabis industry. We thank you for your time.

Respectfully,

Pete Mercado Jr.

Salinas Spence Road Care, Inc.
20240 Spence Road
Salinas, CA 93908

August 16,2021

Joann Iwamoto, Cannabis Program Manager
Monterey County Supervisors

Calvin Truong
Owner, Spence Road Care, Inc. (dba Spence Road Cultivation)

RE: Cannabis Industry Survival

Dear Joann and County Supervisors,

I'm writing this letter in regard to the current state of the cannabis industry.
Prices have declined over the past several weeks and there is no sign of change in the near future. The price has now dropped significantly between $500-$600 per pound. This being only if a distributor is willing to take it on consignment terms. This is extremely bothersome as we head into fall where prices normally decline due to shorter days and production drops.

The cannabis industry is taking a huge hit and needs any help that can be provided in order to survive Currently, the cannabis tax is based on canopy size as voted in initially, However, due to the market decline. We are requesting that canopy tax gets reduce to $2.50 per sq'. And canopy tax based on only the utilized canopy space being used. Our greenhouse total square footage is 150,000. During this winter months, only 100,000 sq. ft. will be used for growing leaving 50,000 sq ft. unused. If we only paid canopy taxes on the actual growing space this would hopefully help us survive this wave during this current market condition.

Any help or assistance the county can provide us in this dire situation would greatly be appreciated.
Thank you for your time!

Sincerely,

Calvin Truong

Hello,

I would like to submit an item for public comment.

I work for a Monterey County cannabis operation (2) as well as a landowner of multiple Monterey County cannabis tenants. We are asking the County to take EMERGENCY action to allow operators the ability to edit their canopy registrations quarterly or risk the closure of many established operators. The registrations only allow for one edit per year and no recourse to change if the market changes. The over saturation of Cannabis licenses has helped create a flooded market that will take time to stabilize. As an operator we are struggling to sell our product at cost and as a landlord, we are becoming forced to evict tenants for not paying rent in this crazy period of our newly emerging industry.

Operators need the flexibility to forecast their harvest quarterly, not a year in advance.

Please take the action necessary to support local cannabis operators now!
This is not an issue we can wait for a study to resolve, action needed today and each day that passes creates irreparable damage to operators, employees, revenue, and hope!

Natasha Elliott
Legal & Compliance Director
Professional Tribe, Inc.
nelliott@protribe.com
C: 831-251-8494

Protribe
Professional Tribe, Inc.

Monterey Ocean Grown-GH, LLC
2262 Alisal Rd.
Salinas, CA 93908

To: Joann Iwamoto, Cannabis Program Manager
Monterey County Supervisors

From: Bernard Steimann, Managing Member of Monterey Ocean Grown-GH, LLC

Re: Cannabis Industry Survival

Date: August 23, 2021

Dear County Supervisors and Ms. Joann Iwamoto,

My name is Bernard Steimann and I have been operating Monterey Ocean Grown-GH, LLC ("MOG"), in Monterey County for nearly half a decade. As you surely know, we are witnessing an unprecedented downward pricing pressure in the cannabis business industry. Years of rising marijuana production across California and rumors of inventory pouring across California's borders from other states such as Oregon and Washington have led to a 60% or more price compression in the wholesale flower market. Some predict that the downward price pressure will last for many more months, if not years. A conservative estimate puts production at double that the market can consume and that's not factoring in, again, rumors about product from other states. The impact is far greater on indoor/greenhouse growers.

If you haven't already seen the dire predictions, I encourage you to read the article in MjBizDaily found at this link: https://mjbizdaily.com/falling-prices-in-california-marijuana-wholesale-market-alarms-some-growers/. I believe it's a fair "reading" of the challenges faced by cannabis growers in California.

Prior to the price compression, cannabis growers in Monterey County made most of their income in the Spring and Summer months. During the Fall and Winter we lose money, hand over fist. Even in the best of times, if an operator does everything correctly, the business will flatline at best. To survive the Fall and Winter months, facilities need to upgrade a multitude of mechanical systems. These upgrades mainly include adding lights to the greenhouses. The cost of these improvements is in the millions of dollars, even upwards of $10M, depending on the size of the greenhouse. In my discussions with other similarly situated operators, it is clear to me that most of the operators will need to borrow money to complete these upgrades. Due to the difficulties and sometimes impossibility of banking for the cannabis industry, the interest rates for loans from non-traditional sources are astronomical. It's not unreasonable to imagine that it will take 5 to 10 years to see a ROI and possibly longer if the market doesn't recover. Most operators will see all their revenue eaten up in servicing debt and paying taxes. The whole situation has turned into a Catch 22—either take on the crushing debt (even if available) in an effort to purchase and install upgrades needed to increase production; or try and ride it out without upgrades which, by all accounts, is a losing proposition especially given the seasonality, price compression and current tax structure.

Monterey Ocean Grown-GH, LLC
2262 Alisal Rd.
Salinas, CA 93908

My operation(s) have been around since the County first permitted cannabis. When the taxes were first implemented in the County, product was sold for $1,500-$2,500+ per pound. In comparison, the price per pound is now $350-$600. My operation(s) have employed locals not only to work directly on the farm but also local vendors and service providers all the while infusing a significant amount of revenue (i.e., taxes) into the local economy. I have been fortunate enough to find the resources, albeit expensive, to upgrade my facilities without much hope that I will recoup my investment any time soon, if ever. For operators that are not as fortunate as I am and don't have the resources to upgrade their operations, it will be virtually impossible to survive with the current market conditions. I'm certain that this will lead to operators leaving Monterey County in search of more "tax friendly" havens to do business. There is a critical need to reassess the market to make necessary adjustments to the current tax rates, in addition to suspending the canopy tax if an operator decides not to grow during a given season. These changes are critical to the sustainability of cultivation in the County.

Currently, the canopy tax in Monterey is $5.00 per square foot. This tax method is antiquated and almost universally abandoned as a way to determine cultivation tax. Continuing to tax cultivation in this matter puts County cannabis operators at the brink of financial ruin. We are asking that the County consider revisiting its tax structure. Taxes should be scalable, based on revenue. This will help to solve long-term issues that cannabis operators face and will tie the tax to a real-world measure of what taxes should be based on--revenue. The operators' ask is very simple; help us stay in business so that we can continue to meaningfully contribute to the local economy and local job market. Chasing away operators does nothing but hurt responsible, compliant operators, as well as the local economy and residents who will lose valuable employment opportunities.

Any help or assistance the County can provide us in this dire situation would greatly be appreciated. I appreciate you taking the time to read this letter.

Sincerely,

Bernard Steimann

Falling prices in California marijuana wholesale market alarms some growers; others unfazed

Published August 6, 2021 | By John Schroyer

Outdoor marijuana grows across California are experiencing falling wholesale prices. (Photo by Bobby Cochran Photography)

Years of rising marijuana production across California appear to be taking a toll on the state's wholesale market, with prices said to be dropping by up to 60% since at least mid-June for outdoor-farmed flower.

The downward pricing pressure hasn't hit every cultivation sector in the state – many indoor growers appear to be on better footing, for instance, with wholesale prices reportedly down 10%-20% compared to outdoor farmers.

But many insiders expect the trend to continue for months, if not years, because of the ever-growing amount of marijuana cultivation in California.

"Probably a conservative estimate is we're producing about twice what the domestic market can consume, and that's with current permitting levels," said Ross Gordon, policy director for the Humboldt County Growers Alliance (HCGA).

"We're looking at prices that are as bad or worse than they've ever been," Gordon said. "It's the No. 1 thing on pretty much every farmer's mind right now."

According to multiple industry sources, the price drops have had a bigger impact on outdoor cultivators. Indoor growers, by contrast, have been more insulated from what Northern California farmers are calling a market crash.

Those who haven't been hit as hard have avoided such terminology and instead call the drop a "correction."

Many outdoor farmers typically hold on to much of their outdoor harvests from each fall to sell in the following spring or summer, when there's typically less supply, which traditionally has resulted in a wholesale price spike.

For instance, in Trinity County – one of the three famed Emerald Triangle counties – a "significant amount" of the 2020 fall harvest went unsold for that very reason, said Karla Avila, executive director of the Trinity County Agriculture Alliance (TCAA).

But this year, there was no spring price spike. And Humboldt's outdoor farmers now must compete with cultivators using light-deprivation techniques that give them two or three harvests per year, one of which already hit the wholesale market in the spring.

Currently, Gordon said, outdoor farmers in Northern California are seeing wholesale prices of $200-$500, down from $800-$1,000 a year ago. Even light-deprivation crop prices are down to $600-$800 from $1,300-$1,600.

Avila said farmers the TCAA represents are seeing about the same prices.

"Until small, craft cannabis farms can operate similarly to a small, craft winery or brewery, we are faced with commodification and possibly, the end of good weed," Avila told *MJBizDaily* via email.

Reports vary

To be sure, not everybody has seen a price drop.

Data firms such as New York-headquartered LeafLink and Connecticut-based New Leaf Data Services – the latter produces the Cannabis Benchmarks report – said they haven't yet picked up any major market fluctuations outside the norm.

"We are seeing flower prices in CA across a broad range, with most transactions within $550 to $3,350 per pound; with a roughly $400 spread between outdoor and greenhouse, and a roughly $700 spread between greenhouse and indoor," New Leaf Data CEO Jonathan Rubin wrote in an email to *MJBizDaily*.

"At this point in the season, we are not seeing prices trend" significantly downward, he wrote.

A LeafLink spokesperson wrote that, "from the data on LeafLink's wholesale platform, there is no evidence of a wholesale price crash in California in the past 6 weeks. In fact, prices have remained mostly consistent across all major product categories in the last 12 months."

That stands in stark contrast to reports from the Emerald Triangle, where industry officials say a price crash began around June.

"What I am hearing is … any sort of outdoor product from last year is absolutely not moving at all, and if it is moving, the price point is as low as $275 to $500 max," said one industry insider from Mendocino County who requested anonymity to speak candidly.

"The market is super-flooded," the source said. "There's a huge glut. Nothing is moving. … Talking to the old-, old-timers, no one has ever seen it this bad. And it's on both sides, the white and black (markets)."

But in Southern California, according to cultivation consultant and distributor Scott Raquiza, indoor farmers haven't seen as much of a price hit, provided they're growing premium-quality cannabis.

Those who are growing buds known as "mids," or midgrade quality flower, could be in serious trouble, he said.

"This is just a market correction. Last year was a fluke with COVID," Raquiza, the chief cannabis

officer at Cream of the Crop Gardens in Perris, California, said, referring to the higher prices wholesalers were receiving for pounds during 2020 and the height of the coronavirus pandemic.

But, Raquiza said, there's definitely price "compression" happening compared to what pounds were fetching on the wholesale market in 2020.

"For commercial grows, non-AAA, you're probably at a 40% price compression. Outdoor is 50%-60% price compression, and premium indoor is only 10-20% price compression," he summarized.

Raquiza, who tracks California wholesale pricing, said that currently equates to about $2,000 per pound for quality indoor flower, as low as $200 per pound for last year's outdoor harvest and $700-$900 for the fresh new light-deprivation crops.

"If you're going to call it a crash, it's going to be on the outdoor product that didn't sell last year," Raquiza said.

Factors at play

Industry insiders agreed that a glut of product is behind the wholesale price drop. It's an issue other recreational marijuana markets have had to grapple with in recent years, including when product in Oregon fetched only $50 a pound in 2018.

"There's a supply problem. ... All you saw in the first quarter and early second quarter of this year was, 'Hey, we're opening up a million square feet,'" said Adrian Sedlin, the CEO of Santa Barbara-based Canndescent, a larger commercial grower.

"There's 12 times as much licensed production as there is licensed sales in dispensaries."

HCGA's Gordon said the state has a "structural oversupply problem."

Gordon estimated California has roughly 1,700 acres of cannabis production that's operational, while the state's cannabis consumers account for only about 1,000 acres worth of sales annually.

"There's hundreds of acres still in the pipeline in places like Santa Barbara County. And if nothing changes, that's going to come online, and basically things are being permitted that there's no market for," Gordon said.

The industry insider who requested anonymity also noted that there's been a surge in temporary "provisional" cultivation licenses since December, with an increase of roughly 22% of grow licenses, according to the source's calculations.

"At that point, there were 6,150 active cultivation licenses, and now there are 7,911," the source noted. "Let's just say they're outdoor. That's another 400 acres of production."

California doesn't have a statewide cap on the number of cultivation permits that can be issued.

And because wholesale prices were boosted by COVID-19 last year, many farmers either reinvested in additional cultivation infrastructure or held on to some of their crop from last year in hope of riding a typical spring/summer price spike that never arrived.

"As always the wholesale price dropped in the winter of 2020, but this time when January 2021 came around, the wholesale price didn't increase like the year before," Santa Barbara-based grower Autumn Shelton told *MJBizDaily* via email.

"By this summer, when prices should have been at their high, (they) trended down to winter prices instead," Shelton wrote. "This will be a very difficult year for many cultivators and distributors that weren't prepared for this kind of price drop."

Wholesale not likely to rebound, experts say

California sources widely agreed that the price drop won't reverse anytime in the near future and that stakeholders should prepare themselves accordingly.

"I expect it to continue to go down, as we get closer to the start of the fall harvest," Canndescent's Sedlin said.

"We're going to start from a lower place than we have in a while, and … it's going to be interesting to see how people play it, when we get to November-December, and what are people going to do with their product?"

HCGA's Gordon and others in the Emerald Triangle are particularly worried about small homestead farmers who rely on their once-a-year fall harvest to keep them afloat.

"I think there are going to be a lot of farmers that this is not sustainable for," Gordon said, adding that he's hearing "more and more panic" from HCGA members.

"Most people are buckling in and looking at the next two to three years – before we have interstate commerce – and saying, 'How can we get through this? Can we operate at a loss for two to three years at a loss?'"

John Schroyer can be reached at john.schroyer@mjbizdaily.com.

Small North Coast cannabis farms face daunting future

BILL SWINDELL

“We didn’t think it was going to be this bad,” said Ben Blake, co-founder of Esensia, which has farmed premium cannabis on a quarter-acre plot in Mendocino County for 15 years. “This is kind of a last battle for these growers.”

There were warnings throughout the years, especially in this region that has grown some of the best cannabis strains through the decades in a microclimate suited perfectly for the crop.

North Coast marijuana eventually gained a prestige similar to Napa Valley and its wine. That occurred when then-Lt. Gov. Gavin Newsom stopped by to meet with small cannabis farmers in Garberville in 2015, as he pitched passage of Prop. 64 as part of his quest for the governor’s office.

Those growers expressed their fears with one telling him: “I don’t have millions of dollars. Make it viable for all of us.”

A key moment came in 2017 when the state Department of Food and Agriculture scrapped a proposal to place a 1-acre cap on cannabis farms and issued regulations that opened the door to large-scale cultivation.

Local governments in California have the final say on the size and scope of cannabis farms and businesses. Some, such as Napa County, have fought against any significant cannabis-growing sector, while others have opened their areas more to the sector.

That includes Lake County, where Santa Rosa-based CannaCraft has its Kindness Farms on more than 100 acres that allows the processor to grow more than 40,000 plants.

There were 6,235 cannabis cultivation licenses in the state last year, with Humboldt County having the largest number, followed by Santa Barbara and then Mendocino counties. The latter has about 1,100.

Additionally, growers also noted the cultivation tax makes it harder to compete, when tacked onto other charges when cannabis eventually lands at the retail market. In past years, the tax would be around 10% of the revenue for regional growers. But with depressed prices, that percentage will go up much higher.

“Value is being extracted along the way by taxes and packaging and testing. And all of these regulatory costs that have been added onto the product is taking value out of the supply chain, so that the amount of value that farmers can get has plummeted,” said Allen of the state growers’ association.

Allen and others are asking for a suspension in cultivation taxes this year to help small farmers get through. But any reduction would affect state revenues as California took in more than $1 billion in overall state excise, cultivation and sales taxes in 2020 from cannabis.

A 2019 report from the state’s Legislative Analyst’s Office noted the trade-off.

"On one hand, for example, reducing the tax rate would expand the legal market and reduce the size of the (illegal) market. On the other hand, such a tax cut would reduce revenue in the short term, potentially to the extent that revenue could be considered insufficient," according to the report.

Nicole Elliott, director of the California Department of Cannabis Control, said in a statement her newly formed agency was committed to helping small cannabis businesses and noted Gov. Newsom has allocated $100 million in grants to help small cultivators who "often have unique regulatory needs."

Coincidentally, the wholesale price drop comes just as the movement for cannabis legalization is the furthest along it has ever been in Congress, making federal repeal not a question of if it happens, only when.

Senate Majority Leader Charles Schumer of New York has sponsored legislation that would remove all federal prohibitions on marijuana, and the House has passed a bill that would stop federal bank regulators from penalizing banks that work with cannabis-related businesses, which would make accessing capital much easier for these farmers.

Thirty-six states allow weed for medical use, while 18 states permit recreational use.

Small growers said if they were able to sell their prized crop across state lines or even directly to consumers like other crops, they would be able to have a sustainable business for the future.

"It's just been snuffed out by a thousand cuts," Esensia's Blake said.

In past years, a pound of premium cannabis could sell wholesale after taxes from $1,000 to $1,500 per pound, he said. It will be much less for 2021 and could go as low as $700 per pound, though Blake said, "no one really knows for this fall."

Blake said on some farms, "some (weed) may not be sold for any price."

Esensia should be well-positioned as Blake thinks he has a good strategy: He built his brand name in the marketplace; worked closely with local retailers, such as Sebastopol's Solful; and developed the company's own top-shelf strains that it can sell to other cannabis farms.

"It's going to be a real test," he said. "I think we have built the ship strong enough."

You can reach Staff Writer Bill Swindell at 707-521-5223 or bill.swindell@pressdemocrat.com. On Twitter @BillSwindell.

Current Industry
"Good Standing" Criteria

1. The subject property and business must be located where commercial cannabis activities are permissible under Monterey County regulations with a land use entitlement permit (e.g. does not require a change in zoning to be permissible). This is limited to properties with existing greenhouses/warehouse that are in the appropriate zoning designation.

2. The subject property and business must diligently pursue all necessary Monterey County permits/licenses by making progress every two months. Due diligence means showing significant progress toward completing the permitting process, not just filing an application.

3. The subject property and business must be current on all applicable taxes.

4. The subject property and business must not be subject to an open law enforcement action or code enforcement action.

5. The subject property and business must be in compliance and not have a pending enforcement action as determined by the Agricultural Commissioner.

6. The subject property and business must remain in compliance with State of California law, rules and regulations, and all applicable local laws, rules and regulations.

7. The subject property and business must have no outstanding compliance actions, or other unresolved issues with any Monterey County department or with any other local agency (fire districts, Monterey Bay Air Resources District, etc.). When a Correction Notice and/or Notice of Violation is issued, the subject property and business must cure all violations by the deadline provided.

8. The subject business must obtain a provisional or annual Business License from the Monterey County Treasurer-Tax Collector.

9. The subject business must hold a valid annual, provisional, or temporary license from the State of California.

10. The subject business must connect and transmit data to the California Cannabis Authority (CCA), as scheduled by the CCA.

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, AMENDING CHAPTER 7.90 OF THE MONTEREY COUNTY CODE RELATING TO MODIFICATION OF COMMERCIAL CANNABIS PERMITS

County Counsel Summary

This ordinance amends Chapter 7.90 of the Monterey County Code to allow permitted cultivators to modify the total canopy area of any cultivation or nursery operation in their commercial cannabis permit on two occasions during the permit's annual term if certain criteria are met. Current regulations allow for one modification per year of the total canopy area. The proposed change affords permitted cultivators increased flexibility in setting their maximum cultivation square footage during the year. The ordinance also makes updates to streamline administrative processes of the commercial cannabis permit.

The Board of Supervisors of the County of Monterey ordains as follows:

SECTION 1. Subsection A of Section 7.90.050 of the Monterey County Code is amended to read as follows:

A. Each application for the establishment of a commercial cannabis permit shall be filed ~~with the Resource Management Agency~~ on the form and in the manner prescribed by the Appropriate Authority. The Appropriate Authority shall be responsible for administering the application process as set forth in this Chapter.

SECTION 2. Section 7.90.070 of the Monterey County Code is amended to read as follows:

A. Each commercial cannabis permit shall expire one (1) year after the date of its issuance, regardless of whether it is modified during its annual term, and may be renewed annually on the date of its issuance.

B. A permittee shall seek modification of a commercial cannabis permit before making changes to aspects of the commercial cannabis operation that alter any of the information submitted pursuant to Section 7.90.050 of this Chapter.

C. Any commercial cannabis permit may be modified by the Appropriate Authority upon the submission of a modification application by the permittee, and upon determination by the Appropriate Authority that the applicant meets the standards for a grant of application pursuant to Section 7.90.060 and none of the criteria listed in Section 7.90.070(F) apply. At the time of consideration of a modification application, the Appropriate Authority shall consider current compliance with this Chapter.

1. A permit may be modified ~~one~~ two (2~~1~~) times during its annual term by the Appropriate Authority to modify the canopy limit allowed by the permit pursuant to Section 7.90.050(C)(5) of this Chapter.

2. A permit may be modified three (3) times during its annual term by the Appropriate Authority to modify any other terms delineated in Section 7.90.050 of this Chapter.

D. Any commercial cannabis permit may be renewed by the Appropriate Authority upon the submission of a renewal application by the permittee, and upon determination by the Appropriate Authority that the applicant meets the standards for grant of application pursuant to Section 7.90.060 and none of the criteria listed in Section 7.90.070(F) apply. At the time of consideration of a renewal application, the Appropriate Authority shall consider compliance with this Chapter in the prior term.

E. Any application for modification or renewal shall be filed ~~with the Resource Management Agency~~ at least ~~ninety~~ forty-five (45~~90~~) calendar days before expiration of the permit. If any of the documentation and information supplied by the applicant pursuant to Section 7.90.050 has changed since the grant of the permit, applicant shall submit updated information and documentation with the application for modification or renewal, and shall provide such other information as the Appropriate Authority may require.

F. Any application for modification or renewal shall be denied if:

1. The application is filed fewer than ~~ninety~~ forty-five (45~~90~~) calendar days before the permit's expiration;

2. The permittee fails to conform to the criteria set forth in this Chapter;

3. The permittee is delinquent in payment of any state, County, or other local taxes;

4. The permittee's State license(s) is suspended or revoked at the time of the application; or

5. The permit is suspended or revoked at the time of the application.

G. If a modification or renewal or modification application is denied, an applicant may file a new application pursuant to this Chapter.

H. An application for modification or renewal shall be not be deemed complete until all application fees have been paid.

I. If the Appropriate Authority intends to deny the modification or renewal, the Appropriate Authority shall specify in writing the reasons for the denial of the modification or renewal, and notify the permittee that the decision shall become final unless the permittee seeks

an appeal pursuant to Section 7.90.140 of this Chapter within ten (10) calendar days of the date of service of the Appropriate Authority's decision. Service of the decision shall be provided in accordance with the requirements set forth in Section 7.90.150 of this Chapter.

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

SECTION 4. This ordinance shall become effective on the thirty-first day following its adoption.

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

AYES:
NOES:
ABSENT:

_____
Chair, Wendy Root Askew
Monterey County Board of Supervisors

A T T E S T :

VALERIE RALPH
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:

KELLY L. DONLON
Chief Deputy County Counsel

ORDINANCE NO. _____

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1. A permit may be modified two (2) times during its annual term by the Appropriate Authority to modify the canopy limit allowed by the permit pursuant to Section 7.90.050(C)(5) of this Chapter.

2. A permit may be modified three (3) times during its annual term by the Appropriate Authority to modify any other terms delineated in Section 7.90.050 of this Chapter.

D. Any commercial cannabis permit may be renewed by the Appropriate Authority upon the submission of a renewal application by the permittee, and upon determination by the Appropriate Authority that the applicant meets the standards for grant of application pursuant to Section 7.90.060 and none of the criteria listed in Section 7.90.070(F) apply. At the time of consideration of a renewal application, the Appropriate Authority shall consider compliance with this Chapter in the prior term.

E. Any application for modification or renewal shall be filed at least forty-five (45) calendar days before expiration of the permit. If any of the documentation and information supplied by the applicant pursuant to Section 7.90.050 has changed since the grant of the permit, applicant shall submit updated information and documentation with the application for modification or renewal, and shall provide such other information as the Appropriate Authority may require.

F. Any application for modification or renewal shall be denied if:

1. The application is filed fewer than forty-five (45) calendar days before the permit's expiration;

2. The permittee fails to conform to the criteria set forth in this Chapter;

3. The permittee is delinquent in payment of any state, County, or other local taxes;

4. The permittee's State license(s) is suspended or revoked at the time of the application; or

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SECTION 4. This ordinance shall become effective on the thirty-first day following its adoption.

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

AYES:
NOES:
ABSENT:

_____
Chair, Wendy Root Askew
Monterey County Board of Supervisors

ATTEST:

VALERIE RALPH
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:

KELLY L. DONLON
Chief Deputy County Counsel

Monterey County

Board Report

Legistar File Number: OBM 21-096

Item No.11

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

October 05, 2021

Introduced: 9/27/2021

Current Status: County Administrative Officer Comments and Referrals

Version: 1

Matter Type: Other Board Matters

County Administrative Officer Comments and New Referrals

Monterey County Board of Supervisors

MEETING:	**October 5, 2021 - Other Board Matters**
SUBJECT:	Board Referrals Update
DEPARTMENT:	County Administrative Office

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Requested Due	Item	Report	Status
1	2016.02	4/12/16	Adams	HCD	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	9/19/17	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	11/19/19	Alejo	PWFP		Ishii	1/28/20	Lease agreement between the City of Salinas and the County of Monterey regarding County's parcel adjacent 855 East Laurel Drive in Salinas for the implementation of a BMX Bike Track, new Skate Park, and sidewalk on East Laurel Drive in Salinas.	An initial referral was initiated on September 15, 2017. On September 1, 2017, Supervisor Alejo held a meeting with the City of Salinas, County RMA staff, and a BMX bike park and skate park engineers/designers to review the property. County Staff conferred with City Staff relative to the City's update of their Parks Master Plan. RMA has also been coordinating with City staff regarding sidewalks on County-owned lands along East Laurel Drive adjacent to this property (between Sanborn Road and Constitution Boulevard). The referral was closed on May 7, 2019 for staff to pursue efforts for a Shelter at 855 E. Laurel. RMA is preparing to bring a master planning effort for use of County lands, specifically lands at Natividad/Laurel in Salinas. This matter is reinstated for reconsideration. Public comment on this item was received on January 14, 2020. Item was pulled from the June 16, 2020, Board meeting agenda and is on hold pending identification of funding. Staff to consult with requesting Supervisor prior to resubmitting item to the Board. PWFP staff continues to work with our state legislative consultants to identify potential grant opportunities.	Postponed
4	2018.15	6/5/18	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

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Requested Due	Item	Report	Status
5	2018.16	6/26/2018	Alejo	County Counsel/Auditor-Controller		Girard/Shah	8/28/2018	Update County Travel Policy by County Counsel in coordination with the Auditor-Controller's Office.	Monterey County's travel policy managed by the Auditor-Controller has not been updated in many years and today, it does not compare with current market prices or organizational procedures and may exceed legal requirements. The current policy creates barriers for county staff to be able to effectively represent county business at conferences, trainings or in litigation. This policy also conflicts with another travel policy found in the Personnel Policies and Practices Resolution (PPPR). This referral seeks to update the policies to account for inconsistencies, business needs, efficiency, market prices, whether government rates are available or whether the discounted lodging rooms were secured by conference organizers, such as the California State Association of Counties. This lack in clarity in the existing policy is costing unnecessary staff time and an update would modernize our policy with current standards. The new policy should meet Federal and State law while supporting business efficiency. A revised policy was presented to the Board on November 6, 2018. An updated memo was submitted to the Board. A revised policy will be presented to the Board in December 2021.	Pending
6	2018.28	12/4/2018	Phillips	HCD		Lundquist	12/11/2018	Affordable Housing in the Coastal Zone	Amend County LCP to be consistent with the Coastal Act regarding affordable housing, authorize staff to investigate processes and provide language revision recommendations to the Local Coastal Plan. A presentation was provided to the Board on January 15, 2019. 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	9/10/2019	Alejo	PWFP/IGLA		Ishii/Chiulos	12/10/2019	State Funding for the Historic Old Monterey County Jail	A presentation of options for the disposition of the Old Jail was provided on September 10, 2019. The Board identified specific options and authorized Supervisor Alejo to pursue state funding match ($10M) in the 2020 budget, which will be determined by June 2020. Meanwhile, RMA has coordinated with City staff on their Lincoln Avenue Corridor Master Plan efforts that includes an option for potential reuse of the old jail site. Due to the pandemic the Legislature did not entertain specific budget requests, such as that for the Old Jail. This item is now on hold until the State Budget situation improves. A status update will be provided to the Board in February 2022.	Postponed
8	2019.11	10/8/2019	Adams	Health/Environmental Health/Co Cou		Jimenez/Encarnacion/Strimling	11/19/2019	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.	Postponed
9	2020.06	1/28/2020	Askew	PWFP		Ishii	3/10/2020	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 #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Requested Due	Item	Report	Status
10	2020.09	2/25/2020	Lopez	CAO		Chiulos	3/24/2020	Murals at the Government Center	Partner with the Arts Council of Monterey County to create murals on the walls of the stairways at the County Government Center located at 168 West Alisal. Staff will provide a Board report and presentation in November 2021.	Pending
11	2020.12	3/3/2020	Phillips & Adams	CAO/PWFP		Vega/Ishii	4/7/2020	Consider funding options to increase the Pavement Condition Index of County roads to at least a "Fair" standard over the next ten years.	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 in November 2021.	Pending
12	2020.22	7/7/2020	Phillips	CAO		Bokanovich	7/28/2020	Referral Process Amendment	This referral requests that the process be amended to have Board approval for a referral as part of an agenda item showing the purpose of the referral, costs, time, challenges, and details of the project. Exceptions may be made for urgent matters. 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	2020.27	12/8/2020	Lopez-Alejo	COB		Ralph		Address the need for translation services	This referral seeks to support access to live translation services and translate recorded minutes of Board of Supervisor meetings. Staff anticipates providing a report to the Board in December 2021.	Pending
14	2021.05	3/2/2021	Alejo	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
15	2021.06	3/9/2021	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
16	2017.24	10/18/2017	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
17	2021.08	5/18/2021	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
18	2021.09	5/25/2021	Phillips/Askew	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 October ~~5~~ 19, 2021.	Pending

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Requested Due	Item	Report	Status
19	2021.11	7/13/2021	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
20	2021.12	7/13/2021	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
21	2021.13	7/27/2021	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 response was submitted to the Board on August 31, 2021. A report was provided to the Board at a subsequent meeting (September 21, 2021), at which time, staff was directed to return to the Board within 3 weeks with a specific proposal for the Board to consider regarding amendments to or recission of Chapter 10.72.	Pending
22	2021.14	8/24/2021	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 was provided to the Board on September 21, 2021, at which time, staff was directed to return to the Board with a further analysis.	Pending
23	2021.15	8/31/2021	Phillips	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 preliminary analysis was provided to the Board on September 28, 2021; at which time, the Board directed HCD staff to work with the County Counsel's Office to strengthen the noise ordinance and work in collaboration with the Monterey County Sheriff's Office on how to enforcce compliance with the ordinance.	Pending
24	2021.16	9/14/2021	Alejo	Health/CAO		Jimenez/Chiul		Declaring COVID-19 Health Misinformation a Public Health Crisis in Monterey County	This referral seeks to combat health misinformation and curb the spread of falsehoods that threaten the health and safety of our residents and visitors. The referral was modified by the Board on September 14, 2021 to exclude reference to the resolution. A preliminary analysis will be provided to the Board on October 5, 2021.	Pending

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.		Project Lead	Requested Due	Item	Report	Status
25	2021.17	9/21/2021	Askew/Alejo	CAO/DSS			Chiulos/Cameron		Monterey Bay Veterans Home at the Former Fort Ord	This referral requests that the County of Monterey sponsor state and federal legislation and initiate a process to construct a Veterans Home in the Monterey Bay Region at the former Fort Ord. A preliminary analysis will be provided to the Board on October ~~14~~ 5, 2021.	Pending
26	2021.18	9/28/2021	Adams	WRA			Buche		Board Workshop to Review Regional Water Issues and Potential Solutions	This referral seeks to initiate a comprehensive discussion on regional scale water issues and potential solutions in Monterey County. This referral is for the Board of Supervisors of the MCWRA to hold a special joint meeting with the MCWRA Board of Directors, the SVBGSA Board of Directors, and the Marina Coast Water District GSA Board for the water agencies' leadership to provide a comprehensive overview of regional projects under consideration by the MCWRA, SVBGSA and MCWD GSA. Elected officials, local agencies, water purveyors, industry representatives, landowners and other stakeholders that may have some oversight or authority, or potential interest in participating in regional solutions should be invited. A preliminary analysis will be provided to the Board on October 19, 2021.	Pending
27	2021.19	9/28/2021	Lopez	Ag. Comm.			Gonzales		Farmworker Resource Center	In order to better serve the farm working population of Southern Monterey County, this referral seeks to direct staff to research and come back to our Board of Supervisors with options and feasibility for locating a Farmworker Resource Center in the community of Greenfield CA. The leverage opportunity of matching dollars in the recently signed AB 941, at a 3:1 ratio, provides a great incentive for our County to develop a resource center in a community that lacks direct access to County services, while continuing to face access barriers, such as transportation. The analysis of feasibility should include a recommendation of what services should be provided at this location, as well as the potential to shift existing staff, already focused on this work, into locations near the geographic center of Monterey County. A preliminary analysis will be provided to the Board on October 19, 2021.	Pending
										Completed by Executive Assistant on September 30, 2021	

Monterey County

Item No.12

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

Board Report

Legistar File Number: PAR 21-009

October 05, 2021

Introduced: 9/27/2021 **Current Status:** Agenda Ready
Version: 1 **Matter Type:** General Agenda Item

Receive a preliminary analysis report in response to a revision of **Board Referral 2016.02** requesting that the Housing and Community Development Department (HCD) address the enforcement of unauthorized short term rentals and potential funding sources to cover costs.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
1. Receive a preliminary analysis report in response to a revision of **Board Referral 2016.02** and direct staff to maintain current enforcement practices; or,
2. Direct the department(s) to proceed with the implementation of enforcement as outlined in Option 1 of this report.
3. Provide further direction, as appropriate.

PRELIMINARY ANALYSIS:
On August 24, 2021, Supervisor Adams submitted a revision to **Board Referral 2016.02** requesting HCD address enforcement of unauthorized short term rentals (STRs), and potential funding sources to cover cost. The revision to **Board Referral 2016.02** came subsequent to the Board's review of the draft Short Term Rental Ordinance (the Ordinance) on May 25, 2021. Understanding that the environmental evaluation, pursuant to the California Environmental Quality Act (CEQA) may take some time to prepare, the revision to the referral contemplates initiating the implementing of the enforcement program in advance of the CEQA preparation and consideration of the draft Ordinance.

Current practice of HCD Code Compliance is reactive enforcement based on complaints received, which are then prioritized based on health and safety conditions. The code compliance categories depending on the risk to human life, health, and safety are:

- **Priority One** cases pose an immediate risk to human life, health and safety or immediate environmental impacts. Priority One examples include men, women, and children living in sheds or dug out basements, and active dumping of waste, trash and debris into environmentally sensitive habits such as the Carmel River, the Elkhorn Slough and other waterways.

- **Priority Two** cases include situations not of an immediate threat to human life, health, and safety, but that require attention to avoid such future risks. Priority Two examples include non-habitable accessory structures built without permits, contractor yards in residential zones, and rubbish and garbage on a parcel.

- **Priority Three** cases pose no danger to human life, health and safety but include situations where County zoning or building code is not being followed. Priority Three examples include house color violations, fence height, or other setback violations. STR complaints are classified as priority three unless additional, more serious violations also exist on-site.

HCD code compliance prioritizes its response efforts according to these categories to focus its limited resources on the complaints which pose the most danger to the community. Given available resources, HCD code compliance priorities are established by HCD Chief of Building, following direction and input of the HCD Director. Initial responses to complaints are determined by category according to priority as follows:

- **Priority One**: A site visit is attempted by code compliance to assess the complaint. If unable to access the site, a courtesy letter is mailed to the property owner requesting access. Code compliance begins the research and analysis of permit and violation history on the parcel.

- **Priority Two**: A courtesy letter is mailed to the property owner requesting a site visit. A site visit may also be attempted when code compliance is in the vicinity while performing Priority One inspection duties.

- **Priority Three**: A courtesy letter is sent to the property owner advising how to remedy the code violation. Follow-up is done as time allows in relation to Priority One & Two caseload demands.

After the initial response, all priority levels then follow the same process: If a violation is confirmed, code compliance will issue a Notice of Violation and work with the property owner to achieve compliance. If no violation exists, the case will be closed. In practical terms, Priority One cases take most of the unit's time and resources while Priority Three cases are handled mostly through voluntary compliance on the part of the offending party.

STRs conducted in legal structures (homes) are generally assigned as a Priority Three, unless there is some health or safety issue identified.

DISCUSSION:
Maintaining the current enforcement practices in advance of the Ordinance may be preferred since the Ordinance, if adopted, would provide greater opportunity for an administrative remedy. However, community tension continues to rise in certain areas of the County due to increased STR activity.

At present, the HCD code compliance unit consists of four Code Compliance Inspectors who are responsible for the enforcement of Monterey County building and land use codes for the entire County. Addressing the unpermitted STRs would increase HCD code compliance caseload by over 600 new cases in addition to the current 2,387 cases. Currently, there are over 600 advertised Vacation Rentals in unincorporated Monterey County, approximately 50 of which are in areas/zones where CVRs are not allowed per the draft ordinances (Big Sur Coast Land Use Plan, Low Density Residential zones in the Carmel Area Land Use Plan). A more robust, proactive, responsive code compliance team would be needed to respond to complaints across the County - from Arroyo Seco

to North County to Big Sur - during peak vacation rental times (weekends and evenings).

Should the Board direct the implementation of enforcement now, staff suggests that the enforcement program take place in phases. During Phase 1, code compliance would initially focus efforts on Vacation Rental outreach, education, health/life/safety investigations, and responding proactively to nuisance complaints. After 6 to 8 months, the code compliance team would shift away from education/outreach into proactive enforcement of vacation rentals that continue to operate but fail to apply for or obtain the proper permits. Voluntary compliance is preferred; however, for operations that do not voluntarily cease the unpermitted activity, code compliance will take progressive enforcement actions to achieve compliance. Once voluntary compliance and enforcement actions have progressed and a significant proportion of unpermitted operations are shut down, anticipated by the end of the third year, the enforcement will enter Phase 2 - On-going monitoring and enforcement. Code compliance will continue its progressive enforcement actions for remaining unpermitted operations as well as permitting operations that cause nuisance or are otherwise operating outside their permit.

To carry out the aforementioned phases, there are two code compliance program staffing options. Option 1 would include an in-house STR code compliance team with Third-party monitoring and hotline support. Option 2 would be a reduced County staffing alternative with increased third-party support. Further staffing details for each option are provided below.

Option 1 - In-House Staffing Model with Third-Party On-Line Monitoring and Hotline. This option allows the County to be fully staffed when the regulations are operative. Should compliance with the new regulations be extremely high, the County might need to reduce the team size after the initial few years, depending on the mechanism for funding the team. The proposed tasks for each team member are as follows:

- Code Compliance Inspectors (2 Full-Time Equivalents or FTEs) - Provides optimal coverage during evening and weekends, and safely and effectively respond to complaints. Implements progressive enforcement actions for non-compliant rentals (e.g., stipulated agreements, administrative law hearing).
- Office Assistant (1 FTE) - Provides administrative support to code compliance.
- Third Party Compliance Services - Online monitoring of Vacation Rental listings and complaint hotline services. On-Call or as needed services include collection and consolidation admissible evidence of non-compliance, communication with noncompliant properties, and initiating audits of operations who exceed rental frequency and other limits in the regulations.
- Environmental Health Specialist, Senior - (1 Full-Time Equivalent or FTE)_ - Provides optimal coverage for evaluating and assessing Environmental Health requirements including but not limited to water system requirements, wastewater discharge requirements, adherence to MCC 18.15, safely and effectively responding to health related and substandard housing complaints including but not limited to sewage overflows, trash and debris nuisances, pests infestations and mold. Implements progressive enforcement actions for non-compliant rentals (e.g., stipulated agreements, administrative law hearing).

- A vigorous code enforcement program would require participation by County Counsel.
- Technology Start-Up and Outreach Materials - One-time start-up costs associated with setting up Accela workflow and reporting, user-friendly website, and outreach materials and workshops will be needed to successfully launch the vacation rental program. This will likely be accomplished utilizing a combination of in-house and contract services.

Option 2 - Minimal Staffing Model with Third-Party Inspection and Compliance Services This option allows the County to minimize initial hiring of County employees by augmenting code compliance with an outside vendor and providing shared office support. This option is optimal if compliance with the new regulations is relatively high, and additional condition compliance efforts begin to slow significantly after the first few years. The proposed tasks for each team member are as follows:

- Code Compliance Inspector (1 FTE) - Provides coverage during evening and weekends and be may be limited to respond to complaints in different parts of the County. Implements progressive enforcement actions for non-compliant rentals (e.g., stipulated agreements, administrative law hearing).
- Office Assistant (1 FTE shared) - Provides administrative support to code compliance and the permit review/condition compliance teams, includes keeping website up to date with appropriate information regarding permitted operations. Third Party Compliance Services Online monitoring of Vacation Rental listings, complaint hotline services, collecting and consolidating admissible evidence of noncompliance, communicating with non-compliant properties, and initiating audits of operators who exceed rental frequency and other limits in the regulations. Third Party Inspection Services - Augment staff coverage during evening and weekends for complaints across the County.
- Environmental Health Specialist, Senior - (0.5 Full-Time Equivalent or FTE)_ - Provides coverage for evaluating and assessing Environmental Health requirements including but not limited to water system requirements, wastewater discharge requirements, adherence to MCC 18.15, safely and effectively responding to health related and substandard housing complaints including but not limited to sewage overflows, trash and debris nuisances, pests infestations and mold. Implements progressive enforcement actions for non-compliant rentals (e.g., stipulated agreements, administrative law hearing).
- Participation by County Counsel would likely be the same in this option as in Option 1.
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The Board should discuss and provide direction regarding these options.

OTHER AGENCY INVOLVEMENT:
HCD coordinates with Monterey County Treasurer-Tax Collector on enforcement matters with STRs. Also, HCD consults County Counsel on code enforcement cases. Therefore, increases in Code Compliance for STR would directly impact County Counsel.

FINANCING:
If the Board directs the HCD to expand its operations by adding additional staff, fully-burdened labor costs would be as follows:

Sr Code Compliance Inspector	= $ 153,204
Code Compliance Inspector	= $ 131,654
Office Assistant	= $ 81,178
Senior Environmental Health Specialist	= $ 154,728
Deputy County Counsel	TBD

Whether there is an increase now or after ordinances are adopted, HCD would recommend assigning revenue from the taxes received (TOT) to support the STR code compliance program. Assigning revenue from TOT to expand code compliance for STRs would require redirecting existing allocations of discretionary funding. As the TOT is a general rather than a special tax, funding from that source would require yearly review and analysis.

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:
The short term rental enforcement program supports the Board of Supervisors Strategic Initiatives by enhancing the health and safety of Monterey County residents.

__Economic Development
x Administration
__Health & Human Services
__Infrastructure
__Public Safety

Prepared by: Melanie Beretti, HCD Services Manager, x5285
Prepared by: Joshua Bowling, HCD Chief of Building, 5227
Approved by: Erik Lundquist, Housing and Community Development Director, x5154

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

Attachment 1 - Board Referral 2016.02

Monterey County

Item No.

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

Board Report

Legistar File Number: PAR 21-009

October 05, 2021

Introduced: 9/27/2021
Version: 1
Current Status: Agenda Ready
Matter Type: Preliminary Analysis Report

Receive a preliminary analysis report in response to a revision of **Board Referral 2016.02** requesting that the Housing and Community Development Department (HCD) address the enforcement of unauthorized short term rentals and potential funding sources to cover costs.

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FINANCING:
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BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The short term rental enforcement program supports the Board of Supervisors Strategic Initiatives by enhancing the health and safety of Monterey County residents.

__Economic Development
x Administration
__Health & Human Services
__Infrastructure
__Public Safety

Prepared by: Melanie Beretti, HCD Services Manager, x5285
Prepared by: Joshua Bowling, HCD Chief of Building, 5227
Approved by: Erik Lundquist, Housing and Community Development Director, x5154 DS El

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

Attachment 1 - Board Referral 2016.02

Attachment 1

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Monterey County Board of Supervisors
Referral Submittal Form

Referral No. 2016.02
Assignment Date: 4/12/16
Modified On: 8/24/21
(Completed by CAO's Office)

SUBMITTAL - Completed by referring Board office and returned to CAO no later than noon on Thursday prior to Board meeting:

Date: 4/12/16	Submitted By: Supervisor Mary Adams	District # : 5
Referral Title: Short Term Rental Ordinance		

Referral Purpose: To request that the Resource Management Agency prioritize completion of the short term rental ordinance by scheduling a final meeting of the Short Term Rental Working Group within 30 days, and further request that RMA staff present a complete short term rental ordinance to the Planning Commission in the near future. Request that County Counsel also provide a response to the Board of Supervisors as to the question raised in recent correspondence requesting that the County not engage in code violation citations while the short term rental ordinance is being developed.

Brief Referral Description (attach additional sheet as required): Although the County is currently working on a new Short Term Rental ("STR") ordinance, the Monterey County Code currently only allows STRs (occupancy for not less than 7 and not more than 30 days) in residential neighborhoods in the non-Coastal Zone area pursuant to a permit issued by the County. Resource Management Agency staff has engaged in a number of working group meetings on development of the ordinance, and via this referral, it is requested that a final meeting of the working group be scheduled within 30 days, and that a final draft ordinance be presented to the Planning Commission in the near future. Request that County Counsel also provide a response to the Board of Supervisors as to the question raised in recent correspondence requesting that the County not engage in code violation citations while the short term rental ordinance is being developed.

Modified on 8/24/21 to include the following: *Proposal from HCD to address the implementation of enforcement at this time, and potential funding sources to cover costs.*

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

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

Department(s): ~~RMA Planning~~ HCD/County Counsel	Referral Lead: ~~Carl Holm~~ Erik Lundquist	Board Date: 4/12/16

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

Department(s):	Referral Lead:	Date:

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

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

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

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

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

Note: cc: Nick Chiulos, Mary Zurita, and Ebby Johnson on all CAO correspondence relating to referrals.

Monterey County

Board Report

Legistar File Number: PAR 21-010

Item No.13

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

October 05, 2021

Introduced: 9/28/2021 **Current Status:** Agenda Ready
Version: 1 **Matter Type:** General Agenda Item

Receive a preliminary analysis report in response to ***Board Referral No.* 2021.16** seeking to combat health misinformation and curb the spread of falsehoods that threaten the health and safety of our residents and visitors.

RECOMMENDATION:
It is recommended that the Board of Supervisors:

a. Receive a preliminary analysis report in response to **Board Referral No. 2021.16** and direct that staff:
    1) Proceed with completion of referral as described below; or,
    2) Take action to direct that staff:
        i. Proceed with completion of referral based on modifications by the Board; or,
        ii. Return to Board with a more comprehensive analysis of referral and anticipated effort for completion; or,
        iii. Rescind referral.
b. Provide further direction, as appropriate.

PRELIMINARY ANALYSIS:

Referral Summary & Background:
Board Referral No. 2021-16 assigned on September 14, 2021, requests the County Administrative Officer and the Monterey County Health Department implement the areas of action cited by the Surgeon General of the United States Dr. Vivek H. Murthy in his advisory entitled "Confronting Health Misinformation" (Advisory) (Attachment 3).

U.S. Surgeon Murthy issued his first Advisory on July 15, 2021 to warn the public about the urgent threat of health misinformation, including disinformation which has threatened the nation's response to COVID-19. During the pandemic, the public has been exposed to a wide range of misinformation about the use of face coverings/masks, physical distancing, testing, treatments, and vaccines which has led to confusion, mistrust of government, distrust of health care systems and undermining of public health strategies.

As stated in the Advisory, addressing health misinformation will require a "whole-of-society" effort and as such includes a call to action for all stakeholders including individuals, families, and communities as well as the education, healthcare, media, technology, research, philanthropy, and government sectors.

The Advisory states that governments can take the following actions:

- Convene federal, state, local, territorial, tribal, private, nonprofit, and research partners
- Increase investment in research on misinformation
- Continue to modernize public health communications
- Increase resources and technical assistance to state and local public health agencies
- Expand efforts to build long-term resilience to misinformation

Board Referral No. 2021.16 identifies these additional strategies:

- Identify and label health misinformation and disseminate timely health information to counter misinformation that is impeding our ability to keep our community safe
- Continue to focus on community engagement strategies, including partnerships with trusted messengers and the Monterey County VIDA program
- 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

Proposed Project Description:

Many of the Advisory's call to action for government are already underway. The County of Monterey as the lead in our COVID-19 response efforts, and in collaboration with a variety of stakeholders including County residents, has implemented a multi-pronged approach in responding to the pandemic. The Community Foundation for Monterey County convenes the County's COVID-19 Collaborative, comprised of representatives from local government, education, business, media, non-profit, and faith-based sectors, which has implemented many strategies in support of the County's response efforts.

In January 2021, a major initiative was implemented to help combat misinformation and to ensure residents are aware of resources available to them. The VIDA (Virus Integrated Distribution of Aid) Program was created in response to the community's need to receive information in their preferred language from trusted leaders or Community Health Workers. VIDA has been instrumental in addressing myths about the COVID-19 virus, testing, treatments, and the vaccine, specifically amongst our Spanish speaking and African Americans/Black residents.

The County through an agreement with TMD Creative and in collaboration with the COVID-19 Collaborative Communications Working Group, has developed bilingual and culturally appropriate messages and public service announcements for public consumption through social media, print, radio, and television platforms. Messages are focused on preventive measures individuals and institutions can take to reduce transmission of COVID-19 in our County.

County staff will further review activities underway and determine if additional strategies should be explored. For example, the County could explore partnering with our local institutions of higher education to quantify the harms of health misinformation, particularly among African American/Black residents, to increase trust of local agencies and increase vaccine readiness and acceptance.

Estimated Project Cost:

The County is already implementing many strategies outlined for the government sector in the Board Referral 2021.16 and the Advisory. Staff will further review activities underway and determine if additional strategies and staffing should be considered and return to the Board with a request for

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Departmental Challenges:
The spread of health misinformation has been problematic before and now during the pandemic. However, today we are experiencing spread at an unprecedented speed and scale.

Proposed Response Date:
Staff will report back to the Board of Supervisors within 90 days or January 2022 with an implementation status update including a request for additional resources as needed to implement and sustain activities.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
This recommendation advances the Board of Supervisors Health and Human Services Strategic Initiative and supports all three key objectives: Reduce regional, socio-economic inequities in health outcomes; improve health outcomes through health and wellness promotion and access to top quality healthcare; and advocate for a sufficient allocation of funds from the state and federal governments that will enable the County to carry out its authorized health care programs.

Mark a check to the related Board of Supervisors Strategic Initiatives

__Economic Development
__Administration
X Health & Human Services
__Infrastructure
__Public Safety

Prepared by: Elsa Mendoza Jimenez, Director of Health, 755-4526

Approved by:

_____Date:_____
Charles McKee, County Administrative Officer, 755-5113

Attachments:
Preliminary Analysis Report
Board Referral No. 2021.16
Surgeon General Misinformation Advisory

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Monterey County

Item No.

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

Board Report

Legistar File Number: PAR 21-010

October 05, 2021

Introduced: 9/28/2021
Version: 1
Current Status: Agenda Ready
Matter Type: Preliminary Analysis Report

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Prepared by: Elsa Mendoza Jimenez, Director of Health, 755-4526

Approved by:

DocuSigned by:
Charles McKee
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Date: 9/29/2021 | 8:48 AM PDT
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Monterey County Board of Supervisors
Referral Submittal Form

Referral No. 2021.16
Assignment Date: 09/14/21
Modified by Board on 9/14/21
(Completed by CAO's Office)

SUBMITTAL - Completed by referring Board office and returned to CAO no later than noon on Thursday prior to Board meeting:

Date: 9/08/21	Submitted By: LUIS ALEJO	District #: 1

Referral Title: Declaring COVID-19 Health Misinformation a Public Health Crisis in Monterey County

Referral Purpose: This referral seeks to combat health misinformation and curb the spread of falsehoods that threaten the health and safety of our residents and visitors.

Brief Referral Description (attach additional sheet as required): 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. To advance this effort, and solidify the County's stance against misrepresentation, the proposed resolution directs staff 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.

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

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

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

Department(s):	Referral Lead:	Date:

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

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

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

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

Note: Please cc Karina Bokanovich, Rocio Quezada and Maegan Ruiz-Ignacio on all CAO correspondence relating to referrals.

CONFRONTING HEALTH MISINFORMATION

The U.S. Surgeon General's Advisory on Building a Healthy Information Environment

2021

I am urging all Americans to help slow the spread of health misinformation during the COVID-19 pandemic and beyond. Health misinformation is a serious threat to public health. It can cause confusion, sow mistrust, harm people's health, and undermine public health efforts. Limiting the spread of health misinformation is a moral and civic imperative that will require a whole-of-society effort.

Vivek H. Murthy, M.D., M.B.A.
Vice Admiral, U.S. Public Health Service
Surgeon General of the United States

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ABOUT THE ADVISORY

A Surgeon General's Advisory is a public statement that calls the American people's attention to a public health issue and provides recommendations for how that issue should be addressed. Advisories are reserved for significant public health challenges that need the American people's immediate awareness. For additional background, visit SurgeonGeneral.gov.

BACKGROUND

During the COVID-19 pandemic, people have been exposed to a great deal of information: news, public health guidance, fact sheets, infographics, research, opinions, rumors, myths, falsehoods, and more. The World Health Organization and the United Nations have characterized this unprecedented spread of information as an "infodemic."[1]

While information has helped people stay safe throughout the pandemic, it has at times led to confusion. For example, scientific knowledge about COVID-19 has evolved rapidly over the past year, sometimes leading to changes in public health recommendations. Updating assessments and recommendations based on new evidence is an essential part of the scientific process, and further changes are to be expected as we continue learning more about COVID-19.[2] But without sufficient communication that provides clarity and context, many people have had trouble figuring out what to believe, which sources to trust, and how to keep up with changing knowledge and guidance.[3, 4, 5]

Amid all this information, many people have also been exposed to health misinformation: information that is false, inaccurate, or misleading according to the best available evidence at the time.[6, 7, 8] * Misinformation has caused confusion and led people to decline COVID-19 vaccines, reject public health measures such as masking and physical distancing, and use unproven treatments.[5, 9, 10] For example, a recent study showed that even brief exposure to COVID-19 vaccine misinformation made people less likely to want a COVID-19 vaccine.[11] Misinformation has also led to harassment of and violence against public health workers, health professionals, airline staff, and other frontline workers tasked with communicating evolving public health measures.[12, 13]

Misinformation can sometimes be spread intentionally to serve a malicious purpose, such as to trick people into believing something for financial gain or political advantage. This is usually called "disinformation."[14, 15] But many people who share misinformation aren't trying to misinform. Instead, they may be raising a concern, making sense of conflicting information, or seeking answers to honest questions.[16]

Health misinformation is not a recent phenomenon. In the late 1990s, a poorly designed study, later retracted, falsely claimed that the measles, mumps, rubella (MMR) vaccine causes autism.[17] Even after the retraction, the claim gained some traction and contributed to lower immunization rates over the next twenty years.[18] Just since 2017, we have seen measles outbreaks in Washington State, Minnesota, New York City, and other areas.[19, 20, 21] Health misinformation is also a global problem. In South Africa, for example, "AIDS denialism"—a false belief denying that HIV causes AIDS—was adopted at the highest levels of the national government, reducing access to effective treatment and contributing to more than 330,000 deaths between 2000 and 2005.[22] Health misinformation has also reduced the willingness of people to seek effective treatment for cancer, heart disease, and other conditions.[1, 23, 24, 25]

* *This advisory focuses on health information specifically, not other kinds of misinformation. Defining misinformation is a challenging task, and any definition has limitations. See References for further discussion of the definition used in this Advisory, including the benchmark of 'best available evidence at the time.'*

In recent years, the rapidly changing information environment has made it easier for misinformation to spread at unprecedented speed and scale, especially on social media and online retail sites, as well as via search engines.[26, 27] Misinformation tends to spread quickly on these platforms for several reasons.

First, misinformation is often framed in a sensational and emotional manner that can connect viscerally, distort memory, align with cognitive biases, and heighten psychological responses such as anxiety.[28, 29, 30] People can feel a sense of urgency to react to and share emotionally charged misinformation with others, enabling it to spread quickly and go "viral."[24, 31]

> *In recent years, the rapidly changing information environment has made it easier for misinformation to spread at unprecedented speed and scale.*

Second, product features built into technology platforms have contributed to the spread of misinformation. For example, social media platforms incentivize people to share content to get likes, comments, and other positive signals of engagement.[32] These features help connect and inform people but reward engagement rather than accuracy, allowing emotionally charged misinformation to spread more easily than emotionally neutral content.[33] One study found that false news stories were 70 percent more likely to be shared on social media than true stories.[31]

Third, algorithms that determine what users see online often prioritize content based on its popularity or similarity to previously seen content. As a result, a user exposed to misinformation once could see more and more of it over time, further reinforcing one's misunderstanding.[34] Some websites also combine different kinds of information, such as news, ads, and posts from users, into a single feed, which can leave consumers confused about the underlying source of any given piece of content.[35]

The growing number of places people go to for information—such as smaller outlets and online forums—has also made misinformation harder to find and correct.[36] And, although media outlets can help inform and educate consumers, they can sometimes inadvertently amplify false or misleading narratives.[37, 38]

Misinformation also thrives in the absence of easily accessible, credible information.[39, 40] When people look for information online and see limited or contradictory search results, they may be left confused or misinformed.

More broadly, misinformation tends to flourish in environments of significant societal division, animosity, and distrust. For example, distrust of the health care system due to experiences with racism and other inequities may make it easier for misinformation to spread in some communities.[41] Growing polarization, including in the political sphere, may also contribute to the spread of misinformation.[42, 43]

Additional research is needed to better understand how people are exposed to and affected by misinformation and how this may vary across subpopulations based on factors such as race, ethnicity, socioeconomic status, education, age, sexual orientation, gender identity, cultural and religious practices, hobbies and interests, and personal networks.[44]

WE CAN TAKE ACTION

Because it pollutes our information environment, misinformation is harmful to individual and public health. Together, we have the power to build a healthier information environment. Just as we have all benefited from efforts to improve air and water quality, we can all benefit from taking steps to improve the quality of health information we consume. Limiting the prevalence and impact of misinformation will help all of us make more informed decisions about our health and the health of our loved ones and communities.

> *Together, we have the power to build a healthier information environment.*

During the COVID-19 pandemic, there have been significant efforts to address health misinformation. Here are just a few examples:

- Trusted community members, such as health professionals, faith leaders, and educators, have spoken directly to their communities to address COVID-19-related questions (e.g., in town halls, community meetings, via social and traditional media)
- Researchers have identified leading sources of COVID-19 misinformation, including misinformation "super-spreaders"[45]
- Media organizations have devoted more resources to identify and debunk misinformation about COVID-19[46, 47]
- Some technology platforms have improved efforts to monitor and address misinformation by reducing the distribution of false or misleading posts and directing users to health information from credible sources[48, 49, 50]
- Governments have increased their efforts to disseminate clear public health information in partnership with trusted messengers[51]

But there is much more to be done, and each of us has a role to play. Before posting or sharing an item on social media, for example, we can take a moment to verify whether the information is accurate and whether the original source is trustworthy. If we're not sure, we can choose not to share. When talking to friends and family who have misperceptions, we can ask questions to understand their concerns, listen with empathy, and offer guidance on finding sources of accurate information.[52, 53, 54, 55, 56]

It will take more than individual efforts, however, to address health misinformation. The threat of misinformation raises important questions we must answer **together**: How do we curb the spread of

harmful misinformation while safeguarding user privacy and free expression? What kinds of measures should technology platforms, media entities, and other groups adopt to address misinformation? What role is appropriate for the government to play? How can local communities ensure that information being exchanged—online and offline—is reliable and trustworthy? How can we help family and friends who may have been exposed to harmful misinformation?

Addressing health misinformation will require a whole-of-society effort. We can start by focusing on the following areas of action:

- **Equip Americans with the tools to identify misinformation,** make informed choices about what information they share, and address health misinformation in their communities, in partnership with trusted local leaders

- **Expand research that deepens our understanding of health misinformation,** including how it spreads and evolves; how and why it impacts people; who is most susceptible; and which strategies are most effective in addressing it

- **Implement product design and policy changes on technology platforms** to slow the spread of misinformation

- **Invest in longer-term efforts to build resilience against health misinformation,** such as media, science, digital, data, and health literacy programs and training for health practitioners, journalists, librarians, and others

- **Convene federal, state, local, territorial, tribal, private, nonprofit, and research partners** to explore the impact of health misinformation, identify best practices to prevent and address it, issue recommendations, and find common ground on difficult questions, including appropriate legal and regulatory measures that address health misinformation while protecting user privacy and freedom of expression

> *Addressing health misinformation will require a whole-of-society effort.*

WE CAN TAKE ACTION

WHAT INDIVIDUALS, FAMILIES, AND COMMUNITIES CAN DO

Learn how to identify and avoid sharing health misinformation. When many of us share misinformation, we don't do it intentionally: We are trying to inform others and don't realize the information is false. Social media feeds, blogs, forums, and group chats allow people to follow a range of people, news outlets, and official sources. But not every post on social media can be considered reliable. And misinformation can flourish in group texts or email threads among friends and family. Verify accuracy of information by checking with trustworthy and credible sources. If you're not sure, don't share.

Engage with your friends and family on the problem of health misinformation. If someone you care about has a misperception, you might be able to make inroads with them by first seeking to understand instead of passing judgment. Try new ways of engaging: Listen with empathy, establish common ground, ask questions, provide alternative explanations and sources of information, stay calm, and don't expect success from one conversation.

Address health misinformation in your community. Work with schools, community groups such as churches and parent-teacher associations, and trusted leaders such as educators and health care professionals to develop local strategies against misinformation. For example, invite local health professionals to schools or to faith congregations to talk about COVID-19 vaccine facts.

> *When many of us share misinformation, we don't do it intentionally: We are trying to inform others and don't realize the information is false...*
> *If you're not sure, don't share.*

WE CAN TAKE ACTION

WHAT EDUCATORS AND EDUCATIONAL INSTITUTIONS CAN DO

Strengthen and scale the use of evidence-based educational programs that build resilience to misinformation. Media, science, digital, data, and health literacy programs should be implemented across all educational settings, including elementary, secondary, post-secondary and community settings. In addition to teaching people how to be more discerning about the credibility of news and other content, educators should cover a broader set of topics, such as information overload, internet infrastructure (e.g., IP addresses, metadata), the challenges of content moderation, the impact of algorithms on digital outputs, algorithmic bias, artificial intelligence (AI)-generated misinformation (e.g., deepfakes), visual verification skills, and how to talk to friends and family who are sharing misinformation.

Educate students and the public on common tactics used by those who spread misinformation online. Recent research suggests that teaching people how to spot these tactics can reduce people's willingness to share misinformation.[57] Examples of misinformation tactics used by those who deny scientific consensus on health issues include presenting unqualified people as experts; misleading consumers with logical fallacies; setting impossible expectations for scientific research; cherry-picking data or anecdotes; and introducing conspiracy theories.[58]

Establish quality metrics to assess progress in information literacy. While there is substantial media and information literacy work being carried out across the United States, there is a need for more consistent and empirically evaluated educational materials and practices.

> *Media, science, digital, data, and health literacy programs should be implemented across all educational settings.*

WE CAN TAKE ACTION

WHAT HEALTH PROFESSIONALS AND HEALTH ORGANIZATIONS CAN DO

Proactively engage with patients and the public on health misinformation. Doctors, nurses, and other clinicians are highly trusted and can be effective in addressing health misinformation.[59] If you are a clinician, take the time to understand each patient's knowledge, beliefs, and values. Listen with empathy, and when possible, correct misinformation in personalized ways. When addressing health concerns, consider using less technical language that is accessible to all patients. Find opportunities to promote patient health literacy on a regular basis.

Use technology and media platforms to share accurate health information with the public. For example, professional associations can equip their members to serve as subject matter experts for journalists and effectively communicate peer-reviewed research and expert opinions online.

Partner with community groups and other local organizations to prevent and address health misinformation. For example, hospital systems can work with community members to develop localized public health messages. Associations and other health organizations should offer trainings for clinicians on how to address misinformation in ways that account for patients' diverse needs, concerns, backgrounds, and experiences.

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WE CAN TAKE ACTION

WHAT JOURNALISTS AND MEDIA ORGANIZATIONS CAN DO

Train journalists, editors, and others to recognize, correct, and avoid amplifying misinformation. Media organizations should develop in-house training programs and partner with journalism schools, nonprofits, technology platforms, and others to democratize access to high-quality training for all media outlets.

Proactively address the public's questions. When something is new—such as a vaccine—people will understandably have questions. By anticipating and proactively answering those questions, media organizations and journalists can help get ahead of misinformation and increase the public's health and information literacy.

Provide the public with context to avoid skewing their perceptions about ongoing debates on health topics. For example, when discussing conflicting views on an issue, give readers a sense of where the scientific community stands and how strong the available evidence is for different views. Consider questions like: How much disagreement is there among experts? Is a given explanation plausible even if it is unlikely? If evidence is not equally strong on all sides of an issue, avoid presenting it as such.

Carefully review information in preprints. Preprints are research papers published online before peer review. They can provide scientists and the public with useful information, especially in rapidly evolving situations such as a pandemic. However, because preprints have not been independently reviewed, reporters should be careful about describing findings from preprints as conclusive. If reporting on such findings, include strong caveats where appropriate, seek out expert opinions, and provide readers with context.

Use a broader range of credible sources—particularly local sources. Research shows us that people have varying levels of trust in different types of people and institutions.[4] In addition to relying on federal and state public health authorities as sources, build relationships with local health professionals and local trusted, credible health organizations.

Consider headlines and images that inform rather than shock or provoke. Headlines are often what audiences will see and remember. If a headline is designed to fact-check a rumor, where possible, lead with the truth instead of simply repeating details of the rumor. Images are often shared on social media alongside headlines and can be easily manipulated and used out of context. Picture desk and social media editors should consider how provocative and medically inaccurate imagery can be a vehicle for misinformation.[60]

> *Give readers a sense of where the scientific community stands and how strong the available evidence is for different views.*

WE CAN TAKE ACTION

WHAT TECHNOLOGY PLATFORMS CAN DO

Assess the benefits and harms of products and platforms and take responsibility for addressing the harms. In particular, make meaningful long-term investments to address misinformation, including product changes. Redesign recommendation algorithms to avoid amplifying misinformation, build in "frictions"—such as suggestions and warnings—to reduce the sharing of misinformation, and make it easier for users to report misinformation.

Give researchers access to useful data to properly analyze the spread and impact of misinformation. Researchers need data on what people see and hear, not just what they engage with, and what content is moderated (e.g., labeled, removed, downranked), including data on automated accounts that spread misinformation. To protect user privacy, data can be anonymized and provided with user consent.

Strengthen the monitoring of misinformation. Platforms should increase staffing of multilingual content moderation teams and improve the effectiveness of machine learning algorithms in languages other than English since non-English-language misinformation continues to proliferate.[61] Platforms should also address misinformation in live streams, which are more difficult to moderate due to their temporary nature and use of audio and video.

Prioritize early detection of misinformation "super-spreaders" and repeat offenders. Impose clear consequences for accounts that repeatedly violate platform policies.

Evaluate the effectiveness of internal policies and practices in addressing misinformation and be transparent with findings. Publish standardized measures of how often users are exposed to misinformation and through what channels, what kinds of misinformation are most prevalent, and what share of misinformation is addressed in a timely manner. Communicate why certain content is flagged, removed, downranked, or left alone. Work to understand potential unintended consequences of content moderation, such as migration of users to less-moderated platforms.

Proactively address information deficits. An information deficit occurs when there is high public interest in a topic but limited quality information available. Provide information from trusted and credible sources to prevent misconceptions from taking hold.[40]

Amplify communications from trusted messengers and subject matter experts. For example, work with health and medical professionals to reach target audiences. Direct users to a broader range of credible sources, including community organizations. It can be particularly helpful to connect people to local trusted leaders who provide accurate information.

Prioritize protecting health professionals, journalists, and others from online harassment, including harassment resulting from people believing in misinformation.

WE CAN TAKE ACTION

WHAT RESEARCHERS AND RESEARCH INSTITUTIONS CAN DO

Strengthen the monitoring of health questions, concerns, and misinformation. Focus on a broader range of content and platforms, as well as on information flow across platforms. For example, examine image- and video-based content and content in multiple languages. To address existing research limitations, expand data collection methods (e.g., recruit social media users to voluntarily share data).

Assess the impact of health misinformation. There is an urgent need to comprehensively quantify the harms of health misinformation. For example, how and under what conditions does misinformation affect beliefs, behaviors, and health outcomes? What is the role of emotion, cognition, and identity in causing misinformation to "stick"? What is the cost to society if misinformation is left unchecked?

Prioritize understanding how people are exposed to and affected by misinformation, and how this may vary for different subpopulations. Tailor interventions to the needs of specific populations. Invite community members to participate in research design.

Evaluate the effectiveness of strategies and policies to prevent and address health misinformation. For example, can flagging certain content as misinformation have unintended consequences? Is it possible to build resilience to misinformation through inoculation methods such as "prebunking"? (*Debunking* involves correcting misinformation once someone has been exposed to it. *Prebunking,* or preemptively debunking, involves warning people about misinformation they might come across so they will be less likely to believe it when exposed.)[57]

> *There is an urgent need to comprehensively quantify the harms of health misinformation.*

WE CAN TAKE ACTION

WHAT FUNDERS AND FOUNDATIONS CAN DO

Move with urgency toward coordinated, at-scale investment to tackle misinformation. Assess funding portfolios to ensure meaningful, multi-year commitments to promising research and programs.

Invest in quantifying the harms of misinformation and identifying evidence-based interventions. Focus on areas facing private and public funding gaps. Examples could include independent and local journalism, accountability mechanisms for platforms, and community-based health literacy programs.

Provide training and resources for grantees working in communities disproportionately affected by misinformation (e.g., areas with lower vaccine confidence).

Incentivize coordination across grantees to maximize reach, avoid duplication, and bring together a diversity of expertise. For example, encourage coordination around monitoring health misinformation across multiple languages.

Assess funding portfolios to ensure meaningful, multi-year commitments to promising research and programs.

WE CAN TAKE ACTION

WHAT GOVERNMENTS CAN DO

Convene federal, state, local, territorial, tribal, private, nonprofit, and research partners to explore the impact of health misinformation, identify best practices to prevent and address it, issue recommendations, and find common ground on difficult questions, including appropriate legal and regulatory measures that address health misinformation while protecting user privacy and freedom of expression.

Increase investment in research on misinformation. For example, more research is needed to better define misinformation, document and process its harms, and identify best practices for preventing and addressing misinformation across mediums and diverse communities.

Continue to modernize public health communications. Work to understand Americans' health questions, concerns, and perceptions, especially for hard-to-reach populations. Deploy new messaging and community engagement strategies, including partnerships with trusted messengers. Proactively and rapidly release accurate, easy-to-understand health information in online and in-person settings. Invest in fact-checking and rumor control mechanisms where appropriate.[62]

Increase resources and technical assistance to state and local public health agencies to help them better address questions, concerns, and misinformation. For example, support the creation of teams within public health agencies that can identify local misinformation patterns and train public health misinformation and infodemic researchers. Work with local and state health leaders and associations to address ongoing needs.

Expand efforts to build long-term resilience to misinformation. For example, promote educational programs that help people distinguish evidence-based information from opinion and personal stories.

Deploy new messaging and community engagement strategies, including partnerships with trusted messengers. Proactively and rapidly release accurate, easy-to-understand health information in online and in-person settings.

WHERE WE GO FROM HERE

> *We are all still learning how to navigate this new information environment. But we know enough to be sure that misinformation is an urgent threat, and that we can and must confront it together.*

During the COVID-19 pandemic, health misinformation has sowed confusion, reduced trust in public health measures, and hindered efforts to get Americans vaccinated. And misinformation hasn't just harmed our physical health—it has also divided our families, friends, and communities.

While health misinformation has always been a problem, today it spreads at unprecedented speed and scale. We are all still learning how to navigate this new information environment. But we know enough to be sure that misinformation is an urgent threat, and that we can and must confront it together.

The only way to address health misinformation is to recognize that all of us, in every sector of society, have a responsibility to act. Every single person can do their part to confront misinformation. But it's not just an individual responsibility. We need institutions to recognize that this issue is their moral and civic responsibility, too, and that they are accountable.

We have the power to shape our information environment, but we must use that power together. Only then can we work toward a healthier information environment—one that empowers us to build a healthier, kinder, and more connected world.

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Introduced: 9/20/2021

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 Nurse-Family Partnership ("NFP") in the amount of $200,000 to provide evidence-based programming to Monterey County first-time mothers and their babies for the period retroactive to June 1, 2021 through May 31, 2023; and
b. Approve the nonstandard indemnification provision as recommended by the Director of Health; and
c. Approve and authorize the Director of Health or the Assistant Director of Health to sign up to three (3) future amendments to this Agreement that will not exceed ten percent (10%) ($7,652) of the original Agreement and will not significantly change the Agreement.

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 Nurse-Family Partnership ("NFP") in the amount of $200,000 to provide evidence-based programming to Monterey County first-time mothers and their babies for the period retroactive to June 1, 2021 through May 31, 2023; and
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c. Approve and authorize the Director of Health or the Assistant Director of Health to sign up to three (3) future amendments to this Agreement that will not exceed ten percent (10%) ($7,652) of the original Agreement and will not significantly change the Agreement.

SUMMARY/DISCUSSION:
Nurse-Family Partnership (NFP) is an evidence-based home visiting health program that transforms the lives of vulnerable first-time mothers and their babies. NFP will enroll Medi-Cal eligible women early in their pregnancy and conduct the first home visit by no later than the end of week 28 of pregnancy. The Monterey County Health Department through the Public Health Bureau (PHB) will pair these women with an NFP nurse that will visit the home and work with the family until the child's second birthday. Each nurse will address health topics in the domains of personal health, environmental health, life course, maternal role, friends and family, and health and human services.

Studies have shown that NFP improves the health outcomes among participants, such as decreased prenatal cigarette smoking, reduced hypertensive disorders of pregnancy, decreased childhood injuries, reduced subsequent pregnancies, and increased intervals between births. Through the implementation of NFP, the PHB will achieve similar outcomes among first-time mothers in Monterey

County, therefore support efforts to provide higher quality care and reduce health care costs.

The start date of the Agreement is retroactive to June 1, 2021 due to the length of time it took to negotiate with the vendor the changes associated with this Agreement, during a time that the Public Health Bureau was short staffed.

This work supports the Monterey County Health Department 2018-2022 Strategic Plan Initiatives: 1. Empower the community to improve health, 2. Enhance community health and safety through prevention, 3. Ensure access to culturally and linguistically appropriate customer-friendly, quality health services. It also supports the following of the ten essential public health services, specifically: 3. Inform, educate, and empower people about health issues, 7. Link people to needed personal health services and assure the provision of health care when otherwise unavailable.

OTHER AGENCY INVOLVEMENT:
The office of the County Counsel and the Auditor-Controller have reviewed this Agreement as to form and fiscal provisions, respectively.

FINANCING:
There are sufficient appropriations included in the Health Department's (HEA003-8124) Adopted Budget for Fiscal Year (FY) 2021-22 and Requested Budget for FY 2022-23.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

FINANCING:
There are sufficient appropriations included in the Health Department's (HEA003-8124) Adopted Budget for Fiscal Year (FY) 2021-22 and Requested Budget for FY 2022-23.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Check the related Board of Supervisors Strategic Initiatives:

☐Economic Development:

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

☐Administration:

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

☒Health & Human Services:

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

☐Infrastructure:

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

☐Public Safety:

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

Prepared by: Frances Stevens, Management Analyst II, 755-4532

Approved by:

_____Date:_____
Elsa Mendoza Jimenez, Director of Health, 755-4526

Attachment:
Agreement

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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.

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communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Frances Stevens, Management Analyst II, 755-4532

Approved by:

DocuSigned by:
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Date: 9/22/2021 | 12:23 PM PDT
Elsa Mendoza Jimenez, Director of Health, 755-4526

Attachment:
Agreement

NURSE-FAMILY PARTNERSHIP IMPLEMENTATION AGREEMENT

This Agreement ("Agreement"), for the period June 1, 2021 through May 31, 2023, is by and between County of Monterey("Agency") and Nurse-Family Partnership, a Colorado nonprofit corporation ("NFP") (together, the "Parties").

RECITALS:

A. Whereas, the Nurse-Family Partnership® Program (the "Program") is an evidence-based program developed on the basis of randomized controlled trial research to yield certain benefits for low-income, first-time mothers and their children ("Program Benefits").

B. Whereas, the Program Benefits can be described generally as helping low-income, first-time mothers develop behaviors that enable them to have healthier pregnancies, be better parents, have emotionally and physically healthier children, and attain greater economic self-sufficiency.

C. Whereas, the Program implementation by Agency must be based upon key parameters ("Model Elements") identified through research and refined based upon the Program's experience since 1997 and attached and incorporated herein to this Agreement as Exhibit A, Nurse-Family Partnership Model Elements.

D. Whereas, Agency desires and intends to implement the Program to serve low-income, first-time mothers in Agency's geographic area and to represent itself to the public and be known to the public as being affiliated with the Nurse-Family Partnership Program.

E. Whereas, NFP desires and intends to operate in the best interests of mothers and children and to guide and support the Program implementation process in a manner that will help the Agency obtain Program Benefits for the mothers and children that Agency serves.

F. Accordingly, the Parties wish to enter into this Agreement to memorialize the mechanisms and means by which Agency shall implement the Program and NFP shall support such implementation. The Parties intend to remain in a contractual relationship for the period described in Section VI herein and thereafter, so long as funding is available to both Parties for this purpose.

AGREEMENT:

In consideration of the foregoing recitals, which are incorporated herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

I. DEFINITIONS.

A. Agreement-Specific Definitions. In addition to terms defined above and elsewhere in this Agreement, the following terms shall have the meanings set forth below:

1. "NFP Data Collection System" or "NFP DCS" means the software system that NFP makes available to Agency, into which designated, NFP-approved Agency personnel enter data collected about Clients and the Program, and from which the Parties can obtain reports to help manage and evaluate program implementation and results.
2. "Administrator" means a person with fiscal and quality oversight, operational coordination responsibilities, and/or evaluation responsibility for the Program's management.

3. "Client" means a low-income, first-time mother who is enrolled in the Program implemented by Agency.
4. "Effective Date" means the date first noted above and upon which this Agreement becomes effective.
5. "Fidelity to the Model" means implementing the Program in a manner consistent with the Model Elements and therefore maximizing the likelihood of achieving results comparable to those measured in Research.
6. "Electronic Visit-to-Visit Guidelines™" or "E-Guidelines™" means NFP's written guidance for how a Nurse Home Visitor schedules and conducts visits with Clients during the Clients' participation in the Program.
7. "Location" means the work address of a Program Supervisor.
8. "Nurse Home Visitor" or "NHV" means a registered professional nurse employed by Agency who spends at least 20 (twenty) hours per week, or 0.5FTE, whichever is greater, delivering the Program to Clients.
9. "Program Supervisor" means a registered professional nurse who supervises up to eight Nurse Home Visitors who implement the Program on behalf of Agency. A Program Supervisor is also known and referred to as a "Nurse Supervisor."
10. "Research" means any activity, including program evaluation and/or quality improvement activities, (i) that would, according to Federal regulations, require review by an Institutional Review Board ("IRB"), or (ii) that could be expected to yield generalizable knowledge that could be shared publicly with the professional, academic, and/or lay communities.
11. "Team" means a half- to full-time Program Supervisor and up to eight (8) Nurse Home Visitors who report to the Program Supervisor.
12. "Implementing Agency" or "IA" means a private, state, or local organization responsible for delivering the NFP Program within a specific geographical area.
13. "NFP Community Website" means the website hosted by the national office of NFP at which Agency personnel may access resources related to the Program.
14. "Nurse Consultant" means a registered nurse provided by the National Service Office ("NSO") of NFP, who has been trained by the NSO and is qualified to consult with Agency on matters related to the Program.

B. "Proprietary Property" means all of (i) the Program, including facilitators and handouts, (ii) the Model Elements, (iii) the name "Nurse-Family Partnership" and the acronym "NFP" when used in connection with the NFP Logo and the goodwill associated therewith, (iv) all NFP Community Website and NFP DCS website content, and (v) the copyrighted materials and other materials used in the Program as of the date hereof that would be designated as protectable intellectual property under applicable law, including, but not limited to, all modifications, additions, updates, and derivative works thereof and all of the rights of NFP and its licensors associated with this property. Proprietary Property shall also include, individually and collectively, all ideas, concepts, designs, methods, inventions, modifications, improvements, new uses, and discoveries which are conceived and/or made in the performance of the responsibilities stated under this Agreement by one or more of Agency, NFP, or its licensors, whether they are incorporated into the Program or the Proprietary Property. NFP and its licensors reserve the right to modify the Proprietary Property from time to time in accordance with collected data, Research, and current modalities of delivery of the Program and for any other reason NFP or its licensors, in their sole and absolute discretion, deem appropriate. NFP will provide Agency with reasonable notice of those modifications. NFP and its licensors shall retain ownership and all rights to all Proprietary Property, whether modified or not by Agency.

C. General Application. Unless a clear contrary intention appears, words used with initial-capitalized letters shall have the meanings set forth in this Agreement, and (i) the

singular includes the plural and vice versa, (ii) reference to any document means such document as amended from time to time, (iii) "include" or "including" means including without limiting the generality of any description preceding such term, and (iv) the term "or" is not exclusive.

II. NFP OBLIGATIONS; RIGHTS.

A. NFP grants to Agency a non-exclusive limited right and license to use the Proprietary Property for carrying out Agency's obligations under this Agreement in the geographic area within which Agency Nurse Home Visitors serve Clients. Agency shall not use the Proprietary Property in connection with any social impact bond or pay-for-success contract, including responses to solicitations for such agreements, without NFP's prior written consent. NFP reserves the right to modify the Proprietary Property from time to time in accordance with the collected data, Research, and current modalities of Program delivery. NFP will provide Agency with reasonable notice of Program modifications. NFP shall retain ownership and all rights to any Proprietary Property, whether modified or not by Agency. In any event, all software and NFP DCS content, excluding Agency's and other Implementing Agencies' data, shall remain the sole property of NFP.

B. NFP will provide the support described in Exhibit B, Nurse-Family Partnership Support, attached and incorporated herein, to help Agency implement the Program.

C. NFP reserves the right to communicate directly with Agency's funders to report on Agency's progress, learn more about funding decisions, and be informed of actions that may affect Agency's Clients.

D. NFP shall submit invoices to Agency for services provided to Agency, listing a date of provision, a description of each such service, and amounts based upon the fee schedule provided in Exhibit C, Fees for Nurse-Family Partnership Services, attached and incorporated herein.

E. NFP may, from time to time, request that Agency collect additional data and/or participate in Research initiated by NFP and intended to improve the NFP model or implementation of the model. The decision to participate in such Research is, however, entirely up to Agency.

F. NFP, independently or jointly with Agency, may publish or present NFP-related information or Program results in Research reports, books, book chapters, peer-reviewed journal articles, and at academic or professional conferences, always giving due credit to the Parties involved and recognizing the rights of the individuals doing the work. NFP will not identify Agency in these materials without Agency's prior written authorization.

G. NFP shall provide data and reporting services on behalf of Agency to California Department of Pubic Health in a manner that would not violate HIPAA if done by Agency.

H. Exhibit D, HIPAA Business Associate Addendum (the "BAA") is hereby attached and incorporated into this Agreement.

III. AGENCY OBLIGATIONS.

A. Agency will make best efforts to implement the Program with Fidelity to the Model and will undertake the steps described in Exhibit E, Agency Responsibilities, attached and incorporated herein, to do so.

B. Agency shall notify NFP within three (3) business days of learning of funding decisions that may materially affect Agency's delivery of the Program and/or impact Clients' ability to complete the Program.

C. Agency will take all appropriate steps to maintain Client confidentiality and obtain any necessary written Client consents for data analysis or disclosure of protected health information, in accordance with applicable federal and state laws, including, but not limited to, authorizations, data use agreements, business associate agreements, as necessary.

D. Agency assumes responsibility for knowledge of and compliance with the State Nurse Practice Act of its state, state laws, regulations, and licensing requirements pertaining to nursing practice and state laws and regulations pertaining to mandatory reporting.

E. Agency's Nurse Home Visitors, Program Supervisors, and Administrators shall complete all required NFP Education. Nurse Home Visitors and Program Supervisors who leave the Program for two (2) years or longer and then return must attend NFP Education before visiting Clients and resuming Program delivery. Agency shall ensure that Nurse Home Visitors are able to provide care to Clients in a manner consistent with the NFP E-Guidelines™.

F. When requested by NFP, Agency will make reasonable efforts to collect additional data and/or participate in Research intended to improve the NFP model or implementation of the model. The decision as to whether to participate in such Research is, however, entirely up to Agency.

G. To avoid becoming involved in Research that conflicts with implementing the Program with Fidelity to the Model, Agency shall request NFP's permission prior to participating in any Research that is (1) initiated by a party other than NFP and (2) that involves Program staff or explicitly targets the families that are enrolled in the Program. NFP shall review and approve or disapprove Agency's request for participation in such Research on a timely basis and shall not unreasonably withhold such approval.

H. Agency will inform NFP of Agency proposals to publish or present NFP-related information in research reports, books, book chapters, peer-reviewed journal articles, and at academic or professional conferences. Results of the Program herein outlined may be published by Agency, or jointly by Agency and NFP, always giving due credit to the Parties involved and recognizing the rights of the individuals doing the work.

I. Agency is authorized to reproduce certain published materials specified below and used in the implementation of the Program so long as (1) this Agreement is in effect, (2) Agency uses the reproductions solely for Program implementation, and (3) Agency does not sell or otherwise distribute the reproductions to any third party not involved in Agency's implementation of the Program.

1. The published materials covered by this authorization are delivered to Nurse Home Visitors as part of the NFP education materials in sets referred to as the E-Guidelines™.

2. The published materials bear notices indicating copyright by any of the following:
   a) University of Colorado
   b) University of Colorado Health Sciences Center
   c) University of Colorado at Denver and Health Sciences Center
   d) Nurse-Family Partnership

3. NFP has the right to grant permission to reproduce materials specified above and that bear the University of Colorado copyright notice under the terms of a Memorandum of Understanding ("MOU") dated March 31, 2003, between the University of Colorado Health Sciences Center, now known as University of Colorado at Denver and Health Sciences Center, and NFP. The MOU gives NFP an exclusive, perpetual, royalty-free right and license to use copyrighted materials and other materials used in the Program for the purpose of implementing the Program to serve low-income, first-time mothers and their families.

4. The corresponding Spanish-language versions of these materials are also covered by this authorization.

5. Agency may not authorize any other entity to reproduce the materials without prior written permission from NFP.

J. NFP represents to Agency and Agency understands and agrees that all Proprietary Property and all associated intellectual property rights are owned exclusively by NFP and its licensors. Agency shall use the Proprietary Property solely for carrying out Agency's obligations under this Agreement and shall not share the Proprietary Property with third parties or modify any Proprietary Property without the prior express written permission of NFP. Agency may not duplicate, distribute or provide access to the Proprietary Property to any individual or organization, except as authorized by this Agreement. Agency may allow only trained, NFP-authorized users to access the NFP DCS. Agency shall retrieve all Proprietary Property from departing employees. Duties of confidentiality and use of the Proprietary Property under this Agreement shall not expire.

K. Maintenance, Protection and Promotion of the Nurse-Family Partnership® Program. Agency agrees to use all reasonable means to protect, encourage and promote the Nurse-Family Partnership name and Program. NFP and Agency have a mutual responsibility to support and promote each other, as each of the Party's activities reflect on the national image of Nurse-Family Partnership and on the image of Nurse-Family Partnership in the state in which the Agency is located. Agency shall take all reasonable actions necessary to incorporate the Nurse-Family Partnership Marks and name into any Agency material associated with the Program. In all marketing materials related to the Program, Agency shall take all reasonable actions to use the Nurse-Family Partnership name and make its Program readily recognizable to the public as an integral part of the Nurse-Family Partnership.

IV. The Agency (County of Monterey) is a public agency subject to the disclosure requirements of the CPRA. This Agreement and any amendment to this Agreement are public records subject to disclosure pursuant to the CPRA. If the Agency receives a CPRA request for public records (as defined by the CPRA) regarding the services provided pursuant to this Agreement, other than this Agreement or amendments to the Agreement, Agency will notify NFP of the request and confer with NFP regarding an appropriate response to said request. If NFP reasonably concludes that any records are NFP's Proprietary Property, not subject to the CPRA, and/or exempt from the CPRA, and NFP wishes to prevent disclosure of said

records, NFP shall inform Agency of the legal basis for its conclusion, and may instruct Agency to withhold said records. If NFP fails to respond to Agency in writing prior to Agency's deadline for responding to the CPRA request, Agency may disclose the requested information under the CPRA without liability to Agency. NFP shall defend, indemnify and hold Agency harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and reasonable attorney fees) that may result from denial of a CPRA request made at NFP's instruction.

V. FEES AND PAYMENT.

A. The total amount to be paid by Agency under this Agreement shall not exceed **$200,000**.
B. Fees associated with NFP services in support of an Implementing Agency are as follows:

1. Education Services. NFP provides Nurse-Family Partnership education for Nurse Home Visitors, Program Supervisors, and Agency Administrators. This fee applies once for each individual Nurse Home Visitor, Program Supervisor, and Administrator at Agency. Fees will be invoiced to Agency upon completion of each face-to-face education session. The Education Fees are calculated based on the calendar year.

a) Nurse Home Visitor Education Fees. Required education for Nurse Home Visitors ("NHV") consists of one face-to-face education unit supported by distance education components. All Program Supervisors who have never taken NHV education or who completed it more than two years prior to being promoted to Program Supervisor are required to attend NHV education as well as Program Supervisor education.

b) Program Supervisor Education Fees. For Program Supervisors, required education consists of Nurse Home Visitor education plus two face-to-face education units supported by distance education components and nurse consultation.

c) Agency Administrator Orientation Fees. Administrator orientation is a two-day face-to-face educational session in Denver. Administrator orientation is required for new Administrators within six (6) months of being hired. Experienced Administrators are strongly encouraged to take advantage of NFP's ongoing distance learning opportunities.

d) Nurse-Family Partnership Education Materials Fee. Contributes toward the cost of the following materials:

(1) Nurse-Family Partnership Orientation and Education Materials.
(2) Set of Prenatal, Infancy and Toddler Guidelines (the Electronic Visit to Visit Guidelines™ or E-Guidelines™).
(3) A series of additional nursing practice and program management resources tied to implementation of the Program.

2. Implementation Support Services. <u>These are annual fees</u>, which are due on the Effective Date and each anniversary thereof and are based on the number of Program Supervisor positions (the greater of (1) the number of individuals with supervisory responsibility at the Agency or (2) the number of Program Supervisor FTEs that are required to be implementing the Program with Fidelity to the Model (at least one per eight Nurse Home Visitors). Fees are as follows:

a) Program Support. This annual fee is billed per each Program Supervisor position per year and contributes to covering costs associated with the following:

(1) NFP DCS. Services related to third party data collection systems are not covered by this Agreement. Fees for supporting Agency's use of third party data collection systems will be in addition to the Annual Program Support Fee.
(2) Quality Improvement (QI) and Reporting.
(3) Ongoing Nurse-Family Partnership Nurse Home Visitor, Program Supervisor, and Administrator education; resource library; conference calls; web forums; Nurse-Family Partnership community resources; and updating NFP E-Guidelines™, educational materials, and supporting materials.
(4) Marketing and Communications consultation and support, including marketing and community outreach materials (brochures, posters, etc.).
(5) Policy and Government Affairs, including advocacy and educational work at federal and state levels.

b) Nurse Consultation. The fee is per each Program Supervisor position per year. The full fee is charged for the first Program Supervisor position at a geographic location and a reduced fee is then charged for each additional Program Supervisor position at that same location. The fees contribute to covering costs associated with a NFP Nurse Consultant providing the following support to Program Supervisors:

(1) Helping each Program Supervisor develop an annual plan for implementation.
(2) Monitoring reports based on each Program Supervisor and her/his team's activity and performance.
(3) Ongoing email support for each Program Supervisor and periodic regular calls with each Program Supervisor.
(4) Periodic visits to each Program Supervisor with potential travel with each Program Supervisor and/or selected nurse home visitors.
(5) Model implementation coaching and consultation with each Program Supervisor.

c) Program Supervisor Expansion or Replacement Fee. A one-time fixed fee is charged for extra support when a new Program Supervisor position is added, or a vacant position is filled.

C. Fees are subject to change in accordance with Section IV. D. below.

D. All fees are based upon NFP's standard terms of invoicing and payment, as follows:

1. Education Fees are invoiced when individuals attend in-person education sessions. No special reporting or documentation is provided with the invoice(s), except as required by Section III.C.
2. Program Support and Nurse Consultation Fees are invoiced on the Effective Date and each anniversary thereof to cover each ensuing year and are due in 30 days. No special reporting or documentation is provided with the invoice(s).
3. Program Supervisor Expansion or Replacement Fees are invoiced when the new Program Supervisor is hired. No special reporting or documentation is provided with the invoice(s) except as required by Section III.C.

E. NFP shall invoice Agency for services provided to Agency based upon the fee schedule set forth in Exhibits C and C-1, Fees for Nurse-Family Partnership Services. NFP reserves the right to change the fees set forth in Exhibit C during the term of this Agreement but not more often than annually. NFP will notify Agency at least one year prior to any such change becoming effective.

F. Invoices will be sent to:

Monterey County Health Department
Attention: Ella Harris, Director of Public Health Nursing
Address: 1270 Natividad Rd
Salinas, CA 93906
Telephone: 831-796-1279
Email: HarrisE@co.monterey.ca.us
☐ Please check this box if you would prefer to receive invoices by email

G. Agency will send payments, identifying the NFP invoice, within 30 days of invoice to:

Nurse-Family Partnership
Attention: Finance Department
1900 Grant Street, Fourth Floor
Denver, CO 80203

VI. TERM AND DEFAULT.

A. Term of Agreement. This Agreement shall remain in full force and effect through May 31, 2023, (the "Term") unless it is terminated by mutual agreement of the Parties or as otherwise provided below.

B. Early Termination. The Parties agree that they intend to and will engage in mutual efforts to keep this Agreement in force for the Term, because it requires approximately three years for the Clients to complete the Program. Recognizing, however, that circumstances beyond the control of the Parties may compel one Party to desire termination before completion of the Term or an extension thereof, either Agency or NFP may terminate this Agreement at any time by giving the other party written notice of not less than sixty (60) days.

C. Agency Termination For Lack of Funding. The Agency's payments to NFP 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 Agency's purchase of the indicated quantity of services, then the Agency may give written notice of this fact to NFP, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the Agency may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

D. If Agency terminates the Agreement for any reason other than for an uncured, NFP breach, then the following provisions shall apply:

1. Agency will stop enrolling Clients as of the date notice is given to NFP.
2. Agency shall make best efforts to give all Clients enrolled at the time Agency gives NFP a notice of termination the opportunity to complete the Program at Agency or transfer them to another NFP Implementing Agency. If there are no

NFP programs in the area, Agency shall make best efforts to transfer Clients to another program that can meet their needs, if such programs exist.

3. If such programs exist, Agency shall demonstrate best efforts by communicating with at least three home visiting programs in its geographical area to ask if its Clients can be transferred (this includes nearby NFP programs or programs other than NFP). A report of that communication and the outcome shall be shared with the National Service Office ("NSO") no more than three days after communication has occurred.
4. When a new program to which Clients can be transferred has been identified, Agency will work directly with that program's administrator to provide for the optimal transfer of Clients.
5. When Clients are discharged, Agency shall provide Clients with contact information for the most up-to-date community resources available in its geographical area (electronically or on paper) at least five days before discharge (ideally during the last home visit). This will be done to provide the Client enough time to effectively respond to the situation.
6. If Nurse Home Visitors will lose their jobs due to layoffs, the Agency shall reach out to the NSO for support in relocating these nurses to other NFP sites, which the NSO will do when such relocation is appropriate and possible.

E. Default. A party shall be in default under this Agreement (i) if a party breaches a material provision of this Agreement, which breach is not cured to the non-breaching party's reasonable satisfaction within thirty (30) days of written notice given to the breaching party by the non-breaching party or (ii) upon the bankruptcy of a party.

F. Remedies upon Default. The Parties shall use commercially reasonable efforts to take steps necessary to cause the breaching party to cure the applicable default. If such default is not cured to the reasonable satisfaction of the other party, and both Parties do not agree to terminate this Agreement, the Parties shall proceed in accordance with the dispute resolution process set forth in Section VII.

G. Effect of Termination.

1. If the Agreement is terminated, Agency shall pay NFP for all work performed up to the date of termination. Payment shall be due within thirty (30) days of termination.
2. If this Agreement is terminated through the dispute resolution process, the rights and obligations of each of the Parties upon termination shall be spelled out in the dispute resolution process.
3. Upon termination of this Agreement, regardless of the timing, cause, or mechanism of such termination:

   a) Agency will no longer have access to the NFP DCS;
   b) Agency shall stop enrolling new Clients;
   c) Agency shall work with the NFP Nurse Consultant to develop a transition plan, including, when applicable, a plan to provide continuity of care for current Clients;
   d) NFP may retain a record of all data which has been collected by Agency while implementing the Program and may use that data and reports derived from it to evaluate the overall progress in national replication of the Program;
   e) Agency and NFP will continue to comply with all relevant state, federal laws and all other provisions of this Agreement with respect to maintaining Client confidentiality;
   f) All materials in Agency's possession that utilize the Nurse-Family Partnership logo, tag line, or other protected marks must be returned to NFP or destroyed;

g) All copies of Proprietary Property that have been provided to Agency by NFP or that have come into Agency's possession from other sources must be returned to NFP or destroyed; and
h) Agency will cease to implement the Program and will cease to represent that it is implementing the Program.

VII. DISPUTE RESOLUTION.

If a dispute arises relating to this Agreement, the Parties shall attempt to resolve that dispute at the lowest possible level. If the dispute cannot be resolved at that level, the dispute shall be elevated to the Director, Program Development, of NFP and the Program Supervisor. If these persons cannot resolve the dispute, it shall be elevated to the next organizational level of NFP and Agency. If the dispute is not resolved through the foregoing process within a reasonable period of time, not to exceed any period of time that could reasonably be deemed to have a detrimental impact on the implementation of the Program by Agency, either party may initiate dispute resolution through any avenue permitted in law or in equity.

VIII. MUTUAL INDEMNIFICATION.

INDEMNIFICATION, NFP shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "Agency"), 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 NFP 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 Agency. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the Agency. NFP shall reimburse the Agency for all costs, attorney's fees, expenses and liabilities incurred with respect to any litigation in which NFP is obligated to indemnify, defend and hold harmless the Agency under this Agreement.

INDEMNIFICATION, Agency shall indemnify, defend, and hold harmless Nurse Family Partnership (hereinafter "NFP"), 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 Agency 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 NFP. It is the intent of the parties to this Agreement to provide the broadest possible coverage for NFP. The Agency shall reimburse NFP for all costs, attorney's fees, expenses and liabilities incurred with respect to any litigation in which the Agency is obligated to indemnify, defend and hold harmless NFP under this Agreement.

IX. INSURANCE. NFP shall at all times during the term of the Agreement with the County of Monterey maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit E, and will comply with all those requirements as stated therein. The County of Monterey and all parties as set forth on Exhibit E shall be considered an additional insured or loss payee if applicable. All of NFP's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County of Monterey, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. NFP's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. NFP's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the

County of Monterey before the County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.

X. ASSIGNMENT; SUBCONTRACTING.

Except as provided herein, this Agreement and the rights, obligations, interests and benefits hereunder shall not be assigned, transferred, pledged or hypothecated in any way to any third party, including financing institutions, without the prior written consent of NFP. Agency shall not respond to social impact bond or "pay for success" solicitations or enter into contracts or funding arrangements that link Program implementation performance to repayment of funding and name the Program as the targeted service without NFP's prior written consent. Agency shall not engage or utilize the services of any subcontractor to perform any of Agency's services hereunder without the prior written consent of NFP. If Agency engages a Subcontractor(s) to perform any of Agency's obligations hereunder, Agency shall require its Subcontractor(s) to agree in writing to the same restrictions and conditions as are imposed on Agency by this Agreement.

XI. MISCELLANEOUS PROVISIONS.

A. Consents. Whenever a Party's consent or approval is required under this Agreement, such consent or approval shall be requested in writing and not be unreasonably withheld.

B. Notices. All notices and other communications that are required or permitted to be given to the Parties under this Agreement shall be sufficient in all respects if given in writing and delivered by overnight courier or certified mail, postage prepaid, return receipt requested, or when sent by electronic mail, receipt confirmed, to the receiving party at the following addresses:

For NFP:

Original to:
Nurse-Family Partnership
1900 Grant Street, Suite400
Denver, CO 80203
Attention: Chief Executive Officer
Telephone: 303-327-4274
Facsimile: 303-327-4260
Email:
Frank.Daidone@NurseFamilyPartnership.org

With a copy to:
Nurse-Family Partnership
1900 Grant Street, Suite400
Denver, CO 80203
Attention: Chief Legal Officer
Telephone: 303-327-4271
Facsimile: 303-327-4260
Email:
Elizabeth.Jasper@NurseFamilyPartnership.org

For Agency:

Original to:

Agency: Monterey County Health Department

Attention: Ed Moreno, MD

Address: 1270 Natividad Rd.
Salinas, CA 93906

Telephone: 831-755-4500

Email: morenoEL@co.monterey.ca.us

With a Copy to:

Agency: Monterey County Health Department

Attention: Ella Harris, RN
Director Public Health Nursing

Address: 1270 Natividad Rd.
Salinas, CA 93906

Telephone: 831-796-1279

Email: HarrisE@co.monterey.ca.us

C. Binding Upon Successors and Assigns. This Agreement, and all covenants, terms, provisions, and agreements contained herein, shall be binding upon and shall inure to the benefit of the Parties' respective successors and permitted assigns.

D. Waivers. No covenant, term, or condition, or the breach thereof, shall be deemed waived, except by written consent of the party against whom the waiver is claimed; and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

E. Responsibility for Debts and Obligations. Neither party shall be responsible either directly or indirectly for any of the debts or obligations of the other party except as provided under this Agreement.

F. No Third-Party Beneficiary. This Agreement does not create any third-party beneficiary rights in any person or entity, including without limitation, financing institutions.

G. Authority to Contract. The undersigned individuals represent that they are fully authorized to execute this Agreement on behalf of the respective Parties and make all representations, warranties, and covenants set forth herein. The Parties represent and warrant that the execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate actions of the Parties and do not violate any laws or any provisions of any agreement to which the Parties are bound.

H. No Joint Venture. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership among the Parties. No party shall have the power to control the activities or operations of another party and their status is, and at all times shall continue to be, that of independent contractors with respect to each other. No party shall hold itself out as having authority or relationship in contravention of this Paragraph.

I. Further Assurances. The Parties shall cooperate fully with each other and execute such further instruments, documents, and agreements, and shall give such further written assurances, as may be reasonably requested by another party to better evidence and reflect the transactions described herein and contemplated hereby, and to carry into effect the intent and purposes of this Agreement.

J. Severability. If any term or provision of this Agreement shall, to any extent, be determined to be invalid or unenforceable by a court or body of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

K. Applicable Law and Venue. This Agreement shall be governed by and construed according to the internal laws of the State of California. By execution of this Agreement, each party submits and irrevocably waives any objection to in personam jurisdiction in the State of California and the forum and convenience of the state and federal courts thereof.

L. Survival. The terms and conditions of this Agreement shall survive the expiration or termination of this Agreement to the full extent necessary for their enforcement and for the protection of the party in whose favor they operate.

M. Counterparts and Facsimile Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. A facsimile or electronic signature to this Agreement shall be deemed an original and binding upon the party against whom enforcement is sought.

P. Audits. NFP is a vendor providing services that support Agency's implementation of the Nurse-Family Partnership® program. Agency pays NFP for these services at an agreed-upon rate, on a fee for service basis. NFP grants Agency a right to audit, with reasonable notice, those records that are directly related to determining that fees paid by Agency to NFP have been invoiced accurately under the terms of this agreement. If this paragraph conflicts with any other provisions in the Agreement, this paragraph will take precedence.

Q. Entire Agreement. This Agreement (together with Exhibits hereto, which are hereby incorporated by this reference) constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, among themselves or their agents and representatives relating to the subject hereof. This Agreement may be altered, amended, or revoked only by an instrument in writing signed by all the Parties hereto.

This space intentionally left blank

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date set forth herein by their duly authorized representatives.

For NFP:
Nurse-Family Partnership

DocuSigned by:
By: Frank Daidone
7266241D65CD412...
Signature

Frank Daidone,
President & CEO
(Printed Name & Title)

Date: 9/17/2021 | 9:01 AM PDT

For Agency:
County of Monterey

By: _____
Signature

_____
(Printed Name & Title)

Date: _____

DocuSigned by:
Stacy Saetta
C0ECE1B99F444A9...
Stacy Saetta

Sr. Deputy County Counsel

9/17/2021 | 3:52 PM PDT

DocuSigned by:
Gary Giboney
D3834BFEC1D8449...
Gary Giboney

Chief Deputy Auditor-Controller

9/17/2021 | 4:06 PM PDT

EXHIBIT A. NURSE-FAMILY PARTNERSHIP MODEL ELEMENTS

When the Program is implemented in accordance with these Model Elements, the Parties can reasonably have a high level of confidence that results will be comparable to those measured in research. Conversely, if implementation does not incorporate these Model Elements, results may be different from Research results.

Element 1. Client participates voluntarily in the Nurse-Family Partnership Program.

Element 2. Client is a first-time mother.

Element 3. Client meets low- income criteria at intake.

Element 4. Client is enrolled in the Program early in her pregnancy and receives her first home visit by no later than the end of the 28th week of pregnancy.

Element 5. Client is visited one-to-one: one Nurse Home Visitor to one first-time mother/ family.

Element 6. Client is visited in her home, as defined by the Client, or in a location of the Client's choice.

Element 7. Client is visited throughout her pregnancy and the first two years of her child's life in accordance with the standard NFP visit schedule or an alternative visit schedule agreed upon between the Client and Nurse Home Visitor.

Element 8. Nurse Home Visitors and Program Supervisors are registered professional nurses with a minimum of a Baccalaureate degree in nursing.

Element 9. Nurse Home Visitors and Program Supervisors participate in and complete education required by NFP NSO. In addition, a minimum of one current Administrator participates in and completes the Administrator Education required by NFP.

Element 10. Nurse Home Visitors use professional knowledge, nursing judgment, nursing skills, screening tools and assessments, frameworks, guidance and the NFP E-Guidelines™ to individualize the Program to the strengths and risks of each family and apportion time across defined Program domains.

Element 11. Nurse Home Visitors and Program Supervisors apply nursing theory, nursing process and nursing standards of practice to their clinical practice and the theoretical framework that underpins the Program, emphasizing Self-Efficacy, Human Ecology and Attachment theories, through current clinical methods.

Element 12. A full-time Nurse Home Visitor carries a caseload of 25 or more active Clients.

Element 13. NFP agencies are required to employ a Program Supervisor at all times.

Element 14. Program Supervisors provide Nurse Home Visitors clinical supervision with reflection, demonstrate integration of the theories, and facilitate professional development essential to the Nurse Home Visitor role through specific supervisory activities including 1:1 clinical supervision, case conferences, team meetings and field supervision.

Element 15. Nurse Home Visitors and Program Supervisors collect data as specified by NFP and ensure that it is accurately entered into the NFP Data Collection System ("DCS") in a timely manner.

Element 16. Nurse Home Visitors and Program Supervisors use data and NFP reports to assess and guide Program Implementation, enhance Program quality and demonstrate Program Fidelity and inform clinical practice and supervision.

Element 17. Agency is located in and operated by an organization known in the community for being a successful provider of prevention services to low-income families.

Element 18. Agency convenes a long-term Community Advisory Board that reflects the community composition and meets at least quarterly to implement a community support system for the program and to promote program quality and sustainability.

Element 19. Adequate organizational support and structure shall be in place to support Nurse Home Visitors and Program Supervisors to implement the Program with Fidelity to the Model.

EXHIBIT B. NURSE-FAMILY PARTNERSHIP SUPPORT FOR AN AGENCY

To help Agency implement the Program with Fidelity to the Model, NFP provides the following support to Agency:

I. NFP provides support to help Agency prepare to implement the Program including:

A. Materials to help Agency:

1. Select and set up Agency's work space;
2. Establish telecommunications and computer capabilities;
3. Recruit and hire Program Supervisors, Nurse Home Visitors, and administrative support staff;
4. Establish a network of sources who may refer low-income, first-time mothers to Agency;
5. Facilitate enrollment of Clients;
6. Establish a network of social services which can provide support to Agency's Clients;
7. Work with media;
8. Inform the community and build support for Agency, the Program, and Program Benefits;
9. Establish strong, stable, and sustainable funding for Agency operations.

B. An NFP DCS users' manual, which provides instructions describing what data must be collected for NFP DCS by Agency staff, how that data must be entered into NFP DCS, and how reports can be obtained. NFP may modify the NFP DCS users' manual from time to time and will provide Agency with updated versions on a timely basis.
C. Access to an Internet-based discussion forum with other entities that are implementing the Program.
D. A visit to Agency by a member of NFP staff to offer direct consultation on Program implementation.

II. NFP provides ongoing support to Agency via telephone and email during Program implementation and operation, including:

A. Consultation with respect to topics such as, developing community support, keeping interested constituencies informed about progress and results, planning and implementing expansion, and sustaining and increasing funding;
B. Model implementation consultation for Program Supervisors and Nurse Home Visitors;
C. Consultation regarding data collection, entry, management, and interpretation.
D. On-site consultation as is mutually deemed necessary and appropriate.

III. NFP provides a description of education programs, both required and optional, and a schedule of upcoming education events and locations. NFP may modify the specific names, descriptions, and content of education programs, as well as their schedule and locations from time to time and will inform Agency of such modifications on a timely basis.

IV. NFP provides education to Program Supervisors and Nurse Home Visitors at dates and locations to be determined by NFP. Education will cover the following topics:

A. The Program, Program Benefits, and Model Elements;
B. Use of the NFP DCS, including data collection, entry, management, and interpretation;
C. Implementation of the Program using the NFP E-Guidelines™ and associated tools and materials;

D. Knowledge and skills needed by the NFP Program Supervisor for proper Program delivery; and
E. Other aspects of the Program that NFP believes are warranted for successful Program implementation by the staff at Agency.

V. NFP provides E-Guidelines™ and other materials to help Program Supervisors and Nurse Home Visitors implement the Program with Fidelity to the Model Elements. NFP may modify the E-Guidelines from time to time and will provide Agency with updated versions on a timely basis.

VI. NFP provides support for Agency's use of the NFP DCS, including:

A. Monitoring the Agency's data collection and entry activity and quality and providing feedback to Agency as appropriate;
B. Maintaining and supporting NFP DCS software;
C. Upgrading NFP DCS software when deemed necessary by NFP; and
D. Technical assistance via telephone or e-mail to support Agency's use of the NFP DCS.

VII. NFP provides implementation reports and evaluation reports at such times as NFP deems commercially reasonable and necessary to meet the needs of Agency and entities to which Agency may be obligated to provide such information. Subject to applicable federal and state laws, if any, such reports cover:

A. Agency activity. Reports designed primarily for Program Supervisors and Nurse Home Visitors to help them manage Nurse Home Visitor activity.
B. Quality improvement. Reports aimed to help Agency improve Fidelity to the Model including reports designed (i) to assist Program Supervisors and Nurse Home Visitors identify and prioritize actions for improving Program outcomes, and (ii) to help NFP staff assess how Agencies are performing with respect to Fidelity to the Model.
C. Program outcomes. Reports designed to help Program Supervisors and funding decision makers assess the effectiveness of the Program as applied to Agency's particular circumstances.
D. These reports are available on a pre-defined schedule or from the NFP DCS Website on demand. NFP may modify the Program Reports from time to time.

VIII. NFP will provide art work and color and usage guidelines to help Agency develop and produce communications materials that properly use the NFP trademark, logo, tag lines, and other copyrighted or otherwise protected language, images, and materials controlled by NFP.

IX. NFP will periodically assess the extent to which Agency is implementing the Program with Fidelity to the Model. When such assessment indicates opportunities for Agency to improve its results by strengthening Fidelity to the Model, NFP staff will meet with Agency supervisors and staff and mutually develop a Collaborative Success Plan ("CSP"). From time to time, NFP may engage either internal or external auditors to evaluate the performance of the Agency. Agency will cooperate fully with any quality audit that is undertaken by or on behalf of NFP.

X. Collaborative Success Plan ("CSP"). The NFP Program is a model where collaboration and change occur within the context of a relationship with shared goals. The CSP was developed to facilitate shared agreements and planning between NFP and Implementing Agencies throughout the life span of Program implementation and is updated at least annually. The CSP operates as follows:

1. The goal of the CSP is to support alignment with the Model Elements (Fidelity to the Model) in the areas of program growth, operational efficiency, outcomes, and sustainability. Like the nursing process, the CSP provides opportunities to support Program implementation throughout the life cycle of an Implementing Agency. The CSP is periodically assessed and updated as circumstances require to identify opportunities for growth. The CSP provides a framework for action to support those opportunities. The Agency and NFP Nurse Consultants will collaborate to create a CSP with action items that include both NFP responsibilities and Agency responsibilities.
2. A CSP serves as a tool for both the Agency and NFP to monitor progress towards mutually-agreed upon areas for growth and to ensure that NFP is providing adequate support to enable the Agency to serve families in the community effectively. Both Parties will have access to the document which will include mutually agreed upon goals, contributing factors, and action items for both NFP and the Agency. Progress on goals will be assessed regularly during consultation calls.
3. After a CSP is finalized, the NFP will provide Agency with full-time access to it. The CSP includes documentation of shared goals and progress on action items. CSPs are reviewed quarterly at a minimum, and more often as needed.

EXHIBIT C.

2021-2022 FEES FOR NURSE-FAMILY PARTNERSHIP SERVICES

NFP FEES FOR THE SERVICES PROVIDED UNDER THIS AGREEMENT WILL BE AS FOLLOWS, SUBJECT TO CHANGE IN ACCORDANCE WITH SECTION IV:

Nurse Home Visitor Education Fee (Invoiced upon completion of the face-to-face session)			
Price Effective Date	End Date	Unit Price	Unit of Measure
6/1/2021	12/31/2021	$5,100.00	Per NHV or Program Supervisor Attendee
NFP Program Supervisor Education Fee (Invoiced upon completion of the first face-to-face session)			
Price Effective Date	End Date	Unit Price	Unit of Measure
6/1/2021	12/31/2021	$922.00	Per Program Supervisor Attendee
Program Supervisor Unit 2 Education Fee (Invoiced upon completion of the face-to-face session)			
Price Effective Date	End Date	Unit Price	Unit of Measure
6/1/2021	12/31/2021	$800.00	Per Program Supervisor Attendee
NFP Agency Administrator Education Fee (Invoiced upon completion of the first face-to-face session)			
Price Effective Date	End Date	Unit Price	Unit of Measure
6/1/2021	12/31/2021	$603.00	Per Administrator Attendee
Administrator Optional Session Education Fee (Invoiced upon completion of the face-to-face session)			
Price Effective Date	End Date	Unit Price	Unit of Measure
6/1/2021	12/31/2021	$282.00	Per Administrator Attendee
NHV Educational Materials Fee (Invoiced upon completion of the first face-to-face session)			
Price Effective Date	End Date	Unit Price	Unit of Measure
6/1/2021	12/31/2021	$648.00	Per NHV or Program Supervisor Attendee
Annual Program Support Fee (Invoiced Annually on the Price Effective Date)			
Price Effective Date	End Date	Unit Price	Unit of Measure
6/1/2021	05/31/2022	$8,838.00	Per Program Supervisor Position per Year
Annual Nurse Consultation Fee for Each First Program Supervisor at a Location (Invoiced annually on the Price Effective Date)			
Price Effective Date	End Date	Unit Price	Unit of Measure
6/1/2021	05/31/2022	$10,596.00	Per Program Supervisor Position per Year
Annual Nurse Consultation Fee for Each Additional Program Supervisor at a Location (Invoiced annually on the Price Effective Date)			
Price Effective Date	End Date	Unit Price	Unit of Measure
6/1/2021	05/31/2022	$6,792.00	Per Additional Program Supervisor Position per Year
Program Supervisor Expansion or Replacement Fee (Invoiced at the time of hire)			
Price Effective Date	End Date	Unit Price	Unit of Measure
6/1/2021	05/31/2022	$3,462.00	One time per Expansion or Replacement Program Supervisor

EXHIBIT C-1.

2022-2023 FEES FOR NURSE-FAMILY PARTNERSHIP SERVICES

NFP FEES PROVIDED UNDER THIS AGREEMENT WILL BE AS FOLLOWS, SUBJECT TO CHANGE IN ACCORDANCE WITH SECTION IV:

Section 1: Education, Expansion, and Replacement Fees

Nurse Home Visitor Education Fee (Invoiced upon completion of the face-to-face session)

Price Effective Date	End Date	Unit Price	Unit of Measure
1/1/2022*	12/31/2022	$5,254.00	Per NHV or Program Supervisor Attendee (*Beginning 1/1/2022, price is based on the calendar year)
1/1/2023	12/31/2023	$5,412.00	

Program Supervisor Education Fee (Invoiced upon completion of the face-to-face session)

Price Effective Date	End Date	Unit Price	Unit of Measure
1/1/2022*	12/31/2022	$950.00	Per Program Supervisor Attendee (*Beginning 1/1/2022, price is based on the calendar year)
1/1/2023	12/31/2023	$979.00	

Program Supervisor Unit 2 Education Fee (Invoiced upon completion of the face-to-face session)

Price Effective Date	End Date	Unit Price	Unit of Measure
1/1/2022*	12/31/2022	$825.00	Per Program Supervisor Attendee (*Beginning 1/1/2022, price is based on the calendar year)
1/1/2023	12/31/2023	$850.00	

Administrator Standard Education Fee (Invoiced upon completion of the face-to-face session)

Price Effective Date	End Date	Unit Price	Unit of Measure
1/1/2022*	12/31/2022	$621.00	Per Administrator Attendee (*Beginning 1/1/2022, price is based on the calendar year)
1/1/2023	12/31/2023	$640.00	

Administrator Optional Session Education Fee (Invoiced upon completion of the face-to-face session)

Price Effective Date	End Date	Unit Price	Unit of Measure
1/1/2022*	12/31/2022	$290.00	Per Administrator Attendee (*Beginning 1/1/2022, price is based on the calendar year)
1/1/2023	12/31/2023	$299.00	

NHV Educational Materials Fee (Invoiced upon completion of the face-to-face NHV education session)

Price Effective Date	End Date	Unit Price	Unit of Measure
1/1/2022*	12/31/2022	$667.00	Per NHV or Program Supervisor Attendee (*Beginning 1/1/2022, price is based on the calendar year)
1/1/2023	12/31/2023	$687.00	

Program Supervisor Replacement Fee (Invoiced at the time of occurrence)

Price Effective Date	End Date	Unit Price	Unit of Measure
6/1/2022	5/31/2023	$3,462.00	One time per Replacement of Program Supervisor per Occurrence (Price is set on contract anniversary date)
6/1/2023	5/31/2024	$3,566.00	

Team Addition Expansion Fee (Invoiced at the time of occurrence)

Price Effective Date	End Date	Unit Price	Unit of Measure
6/1/2022	5/31/2023	$19,781.00	One time per Expansion per Occurrence per Team (Price is set on contract anniversary date)
6/1/2023	5/31/2024	$20,374.00	

Regional Expansion Fee (Invoiced at the time of hire)

Price Effective Date	End Date	Unit Price	Unit of Measure
6/1/2022	5/31/2023	$24,726.00	One time per Expansion per Occurrence per Team (Price is set on contract anniversary date)
6/1/2023	5/31/2024	$25,468.00	

(CONTINUED ON NEXT PAGE)

Section 2: Annual Fees

NFP Network Partner Annual Program Support Fee (For the First Team at a Location)
(Invoiced annually on the Price Effective Date)

Price Effective Date		End Date	Unit Price	Unit of Measure
Two NHV Team	6/1/2022	05/31/2023	$20,304.00	Annual per first team per year (The fee total is based on the number of Nurse Home Visitors per team) (Price is set on contract anniversary date)
Two NHV Team	6/1/2023	05/31/2024	$20,568.00	
Three NHV Team	6/1/2022	05/31/2023	$21,024.00	
Three NHV Team	6/1/2023	05/31/2024	$21,420.00	
Four NHV Team	6/1/2022	05/31/2023	$21,744.00	
Four NHV Team	6/1/2023	05/31/2024	$22,260.00	
Five NHV Team	6/1/2022	05/31/2023	$22,464.00	
Five NHV Team	6/1/2023	05/31/2024	$23,112.00	
Six NHV Team	6/1/2022	05/31/2023	$23,184.00	
Six NHV Team	6/1/2023	05/31/2024	$23,964.00	
Seven NHV Team	6/1/2022	05/31/2023	$23,904.00	
Seven NHV Team	6/1/2023	05/31/2024	$24,816.00	
Eight NHV Team	6/1/2022	05/31/2023	$24,624.00	
Eight NHV Team	6/1/2023	05/31/2024	$25,668.00	

NFP Network Partner Annual Program Support Fee (For the Second and Subsequent Teams at a Location)
(Invoiced annually on the Price Effective Date)

Price Effective Date		End Date	Unit Price	Unit of Measure
Two NHV Team	6/1/2022	05/31/2023	$18,456.00	Annual per second or subsequent team per year (The fee total is based on the number of Nurse Home Visitors per team) (Price is set on contract anniversary date)
Two NHV Team	6/1/2023	05/31/2024	$18,720.00	
Three NHV Team	6/1/2022	05/31/2023	$19,176.00	
Three NHV Team	6/1/2023	05/31/2024	$19,572.00	
Four NHV Team	6/1/2022	05/31/2023	$19,896.00	
Four NHV Team	6/1/2023	05/31/2024	$20,424.00	
Five NHV Team	6/1/2022	05/31/2023	$20,616.00	
Five NHV Team	6/1/2023	05/31/2024	$21,264.00	
Six NHV Team	6/1/2022	05/31/2023	$21,336.00	
Six NHV Team	6/1/2023	05/31/2024	$22,116.00	
Seven NHV Team	6/1/2022	05/31/2023	$22,056.00	
Seven NHV Team	6/1/2023	05/31/2024	$22,968.00	
Eight NHV Team	6/1/2022	05/31/2023	$22,776.00	
Eight NHV Team	6/1/2023	05/31/2024	$23,820.00	

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Exhibit D

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective June 1, 20 21 ("Effective Date"), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department ("Covered Entity") and Nurse Family Partnership ("NFP") ("Business Associate") (each a "Party" and collectively the "Parties").

RECITALS

A. WHEREAS, Business Associate provides certain services for Covered Entity that involve the Use and Disclosure of Protected Health Information ("PHI") that is created, received, transmitted, or maintained by Business Associate for or on behalf of Covered Entity.

B. WHEREAS, the Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and their implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and E (the "Privacy Rule"), the Breach Notification Standards, 45 C.F.R. Part 160 and 164 subparts A and D (the "Breach Notification Rule"), and the Security Standards for the Protection of Electronic Protected Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and C (the "Security Rule") (collectively "HIPAA"), all as amended from time to time.

C. WHEREAS, the Parties are also committed to complying with the California Confidentiality Laws (defined below).

D. WHEREAS, to the extent that Business Associate is performing activities in connection with covered accounts for or on behalf of Covered Entity, the Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 ("Red Flag Rules").

E. WHEREAS, the Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information ("EPHI") shall be handled, in accordance with such requirements.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

AGREEMENT

1. DEFINITIONS

All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in HIPAA.

(a) "Breach" shall have the same meaning as "breach" as defined in 45 C.F.R. § 164.402; however, the term "Breach" as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient's "medical information" as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a "breach of the security of the system" under Cal. Civil Code § 1798.29.

(b) "California Confidentiality Laws" shall mean the applicable laws of the State of California governing the confidentiality, privacy, or security of PHI or other personally identifiable information (PII), including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code § 56 *et seq.*), the patient access law (Cal. Health & Safety Code § 123100 *et seq.*), the HIV test result confidentiality law (Cal. Health & Safety Code § 120975 *et seq.*), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code § 5328 *et seq.*), and California's data breach law (Cal. Civil Code § 1798.29).

(c) "Protected Health Information" or "PHI" shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual or the past, present or future payment for the provision of health care to an individual; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individual, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity's behalf. PHI, when used in this BAA, includes EPHI.

(d) "Services" shall mean the services for or functions performed by Business Associate on behalf of Covered Entity pursuant to an underlying services agreement "(Services Agreement") between Covered Entity and Business Associate to which this BAA applies.

2. PERMITTED USES AND DISCLOSURES OF PHI

Unless otherwise limited herein, Business Associate may:

(a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws if done by Covered Entity;

(b) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(c) Use PHI if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(d) Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as

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permitted under 45 C.F.R. § 164.504(e)(4)(ii), provided that Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached; and

(e) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1. Responsibilities of Business Associate. Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure, Security Incident, or suspected Breach. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in unauthorized access, acquisition, Use or Disclosure of PHI. For the avoidance of doubt, a ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request.

(i) If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

(ii) In consultation with Covered Entity, Business Associate shall promptly mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach;

(iii) Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and other persons required by law to be notified. Business Associate shall assist with any notifications, as requested by Covered Entity. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non-permitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing notification to affected individuals, appropriate government agencies, and any other persons required by law to be notified (e.g., without limitation, the media or consumer reporting agencies), including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one (1) year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or other PII has or may have been compromised as a result of the Breach;

(b) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule and industry best practices to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(c) Obtain and maintain a written agreement with each of its Subcontractors that creates, receives, maintains, or transmits PHI that requires each such Subcontractor to adhere to restrictions and conditions that are at least as restrictive as those that apply to Business Associate pursuant to this BAA. Upon request, Business Associate shall provide Covered Entity with copies of its written agreements with such Subcontractors;

(d) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services ("Secretary") in a time and manner designated by the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with HIPAA. Business Associate shall immediately notify Covered Entity of any such requests by the Secretary and, upon Covered Entity's request, provide Covered Entity with any copies of documents Business Associate provided to the Secretary. In addition, Business Associate shall promptly make available to Covered Entity such practices, records, books, agreements, policies and procedures relating to the Use and Disclosure of PHI for purposes of determining whether Business Associate has complied with this BAA or maintains adequate security safeguards, upon reasonable request by Covered Entity. The fact that Covered Entity has the right to inspect, inspects, or fails to inspect Business Associate's internal practices, records, books, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, regardless of whether Covered Entity detects or fails to detect a violation by Business Associate, nor does it constitute Covered Entity's acceptance of such practices or waiver of Covered Entity's rights under this BAA;

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(e) Document Disclosures of PHI and information related to such Disclosure and, within twenty (20) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the Disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528 and the HITECH Act. At a minimum, the Business Associate shall provide Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) days, forward such request to Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(f) Subject to Section 4.4 below, return to Covered Entity in a mutually agreeable format and medium, or destroy, within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(g) Use, Disclose to its Subcontractors or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(h) If all or any portion of the PHI is maintained in a Designated Record Set:

(i) Upon ten (10) days' prior written request from Covered Entity, provide access to the PHI to Covered Entity, or to the individual, if so directed by Covered Entity, to meet a request by an individual under 45 C.F.R. § 164.524 or California Confidentiality Laws. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for access to PHI from an individual; and

(ii) Upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for amendment of PHI from an individual;

(i) If applicable, maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(j) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(k) Unless prohibited by law, notify Covered Entity as soon as possible and in no case later than five (5) days after the Business Associate's receipt of any request

or subpoena for PHI. To the extent that Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with Covered Entity in such challenge; and

(l) Maintain policies and procedures materially in accordance with HIPAA and California Confidentiality Laws and industry standards designed to ensure the confidentiality, availability, and integrity of Covered Entity's data and protect against threats or vulnerabilities to such data.

3.2 Business Associate Acknowledgment.

(a) Business Associate acknowledges that, as between the Business Associate and Covered Entity, all PHI shall be and remain the sole property of Covered Entity.

(b) Business Associate is not permitted to Use PHI to create de-identified information except as approved in writing by Covered Entity.

(c) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA.

(d) Business Associate further acknowledges that Uses and Disclosures of PHI must be consistent with Covered Entity's privacy practices, as stated in Covered Entity's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online from the Covered Entity's webpage. Business Associate agrees to review the Notice of Privacy Practices at this URL at least once annually while doing business with Covered Entity to ensure it remains updated on any changes to the Notice of Privacy Practices Covered Entity may make.

3.3 Responsibilities of Covered Entity. Covered Entity shall notify Business Associate of any (i) changes in, or withdrawal of, the authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; or (ii) restrictions on Use and/or Disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

4. TERM AND TERMINATION

4.1 Term. This BAA shall become effective on the Effective Date and shall continue in effect until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with the termination provisions in Section 4.4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

4.2 **Termination**. If Covered Entity determines in good faith that Business Associate has breached a material term of this BAA, Covered Entity may either: (i) immediately terminate this BAA and any underlying Services Agreement without penalty; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.

4.3 **Automatic Termination**. This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of all Services Agreements between Covered Entity and Business Associate that would necessitate having this BAA in place.

4.4 **Effect of Termination**. Upon termination or expiration of this BAA for any reason, Business Associate shall return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning or destroying the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. Business Associate shall certify in writing that all PHI has been returned or securely destroyed, and no copies retained, upon Covered Entity's request. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall notify Covered Entity in writing of the condition that makes return or destruction infeasible. If Covered Entity agrees that return or destruction of the PHI is infeasible, as determined in its sole discretion, Business Associate shall: (i) retain only that PHI which is infeasible to return or destroy; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Sections 2 and 3 above, which applied prior to termination; and (v) return to Covered Entity the PHI retained by Business Associate when such return is no longer infeasible.

5. MISCELLANEOUS

5.1 **Survival**. The obligations of Business Associate under the provisions of Sections 3.1, 3.2, and 4.4 and Article 5 shall survive termination of this BAA until such time as all PHI is returned to Covered Entity or destroyed.

5.2 **Amendments; Waiver**. This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA or California Confidentiality Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 **No Third Party Beneficiaries**. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 **Notices**. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile or email to the facsimile telephone numbers or email addresses listed below.

If to Business Associate, to:

Nurse Family Partnership
Attn: Elizabeth Slater Jasper
1900 Grant Street, Suite 400
Denver, CO 80203
Phone: 303-327-4240
Fax:
Email: Elizabeth.Jasper@nursefamilypartnership.org

If to Covered Entity, to:
County of Monterey Health Department
Attn: Compliance/Privacy Officer
1270 Natividad Road
Salinas, CA 93906
Phone: 831-755-4018
Fax: 831-755-4797
Email: sumeshwarsd@co.monterey.ca.us

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 **Counterparts; Facsimiles**. This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic copies hereof shall be deemed to be originals.

5.6 **Relationship of Parties**. Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

5.7 **Choice of Law; Interpretation**. This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with HIPAA and the California Confidentiality Laws.

5.8 **Indemnification**. Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the "County"), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA, HIPAA or California Confidentiality Laws, or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members, employees, or Subcontractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the Parties to provide the broadest possible indemnification for the County. This provision is in addition to, and independent of, any indemnification provision in any Services Agreement between the Parties.

5.9 **Applicability of Terms.** This BAA applies to all present and future Services Agreements and business associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.

5.10 **Insurance**. In addition to any general and/or professional liability insurance required of Business Associate under the Services Agreement, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs expenses, fines, and compliance costs arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Without limiting the foregoing, at a minimum, Business Associate's required insurance under this Section shall include cyber liability insurance covering breach notification expenses, network security and privacy liability, with limits of not less than $10,000,000 per claim and in the aggregate. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.

5.11 **Legal Actions**. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law. This includes, without limitation, any allegation that Business Associate has violated HIPAA or other federal or state privacy or security laws.

5.12 **Audit or Investigations**. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any audit, compliance review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA or the California Confidentiality Laws.

5.13 **Assistance in Litigation or Administrative Proceedings**. Business Associate shall make itself, and any Subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under any Services Agreements, available to Covered Entity, at no cost to Covered Entity, to testify in any claim commenced against Covered Entity, its directors, officers, employees, successors, and assigns based upon claimed violation by Business Associate or its agents or subcontractors of HIPAA or other applicable law, except where Business Associate or its Subcontractor, employee, or agent is a named adverse party.

5.14 **No Offshore Work**. In performing the Services for, or on behalf of, Covered Entity, Business Associate shall not, and shall not permit any of its Subcontractors, to transmit or make available any PHI to any entity or individual outside the United States without the prior written consent of Covered Entity.

5.15 **Information Blocking Rules**. Business Associate shall not take any action, or refuse to take any action, with regard to Covered Entity's electronic health information that would result in "information blocking" as prohibited by 42 U.S.C. § 300jj-52 and 45 C.F.R. Part 171 (collectively, "Information Blocking Rules"). Business Associate and Covered Entity shall cooperate in good faith to ensure Covered Entity's electronic health information is accessed, exchanged, and used in compliance with the Information Blocking Rules.

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf as of the Effective Date.

BUSINESS ASSOCIATE	**COVERED ENTITY**
By: DocuSigned by: Frank Daidone 7266241D65CD412...	By:
Print Name Frank Daidone	Print Name: Elsa M. Jimenez
Print Title President & CEO	Print Title: Director of Health
Date: 9/17/2021 | 9:01 AM PDT	Date:

Exhibit E. EVIDENCE OF INSURANCE COVERAGE

Evidence of Coverage:
Prior to commencement of this Agreement, NFP 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, NFP upon request shall provide a certified copy of the policy or policies.

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

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, the current Best's Key Rating Guide or a company of equal financial stability that is approved by the Agency's Purchasing Manager.

Insurance Coverage Requirements: Without limiting NFP 's duty to indemnify, NFP 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 Agency approval.)

DS
FD
NFP
Agency

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 Agency approval.)

Workers' Compensation Insurance, if NFP 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 Agency 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, NFP 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 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 Agency approval.)

Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the Agency 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 NFP completes its performance of services under this Agreement.

Each liability policy shall provide that the Agency shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for NFP and additional insureds with respect to claims arising from 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 NFP'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 Agency and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by NFP'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 Agency, NFP shall file certificates of insurance with the Agency's contract administrator and Agency's Contracts/Purchasing Division, showing that NFP has in effect the insurance required by this Agreement. NFP 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.

NFP shall always during the term of this Agreement maintain in force the insurance coverage

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required under this Agreement and shall send, without demand by Agency, annual certificates to Agency's Contract Administrator and Agency's Contracts/Purchasing Division. If the certificate is not received by the expiration date, Agency shall notify NFP and NFP shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by NFP to maintain such insurance is a default of this Agreement, which entitles the Agency, at its sole discretion, to terminate this Agreement immediately.

EXHIBIT F. AGENCY RESPONSIBILITIES

To ensure that the Nurse-Family Partnership Program is implemented with Fidelity to the Model, Agency will undertake the following actions during initial implementation and ongoing operation:

I. Agency shall:

A. Identify, from its top tier leadership, an Administrator to support Program implementation within the community;
B. Set up and maintain an appropriate work space for staff who are to implement the Program;
C. Establish and maintain appropriate telecommunications and computer capabilities for staff;
D. Recruit, hire, and retain Program Supervisors, Nurse Home Visitors, and administrative support staff;
E. Establish, maintain, keep current, and improve its network of referral sources who will refer low-income, first-time mothers to Agency;
F. Enroll Clients that meet the criteria specified in the Model Elements.
G. Establish, maintain, keep current and improve its network of social services and community resources that can provide support to Agency's Clients;
H. Work with media to ensure timely and accurate communication to the public about the Program and its implementation by Agency;
I. Inform the community and build support for Agency, the Program, and Program Benefits, including educating local, state and/or federal policymakers;
J. Establish and maintain strong, stable, and sustainable funding for Agency operations and seek new funding streams to sustain and expand the Program.
K. Utilize NFP's Internet-based discussion forum to share learning with other entities that are implementing the Program.

II. Agency will keep NFP informed of implementation issues that may impact Program sustainability, ability to reach Program capacity, and Fidelity to the Model.

III. Agency will ensure that all Administrators, Program Supervisors, Nurse Home Visitors, and administrative staff attend, participate in, and/or complete education programs required by NFP, do so on a timely basis, and, upon completion, demonstrate a level of competence deemed satisfactory by NFP in its reasonable discretion.

IV. Agency will ensure that no Nurse Home Visitor is assigned a case load or makes a Client visit (except in the company of an NFP-educated Nurse Home Visitor) until after she/he has completed Unit II on the Program, Program Benefits, Model Elements, use of the NFP DCS, and implementation of the Program for mothers who are pregnant.

V. Agency will implement the Program in accordance with the E-Guidelines™ including:

A. Ensure enrollment of 25 first-time mothers per full-time Nurse Home Visitor within nine months of beginning implementation and make best efforts to maintain that level of enrollment on an ongoing basis;
B. Ensure that each full-time Nurse Home Visitor carries a caseload of at least 25 active families; and
C. Ensure that the essential Program content as described in the E-Guidelines™ is addressed with Clients by Nurse Home Visitors.

VI. Agency will ensure the availability of appropriate, fully functioning computer systems and software at Agency for use of the NFP DCS and to communicate with NFP by email.

VII. Agency will ensure that Program Supervisors and Nurse Home Visitors (a) collect required data on Client visits and enter it into the NFP DCS completely and accurately within five (5) business days of visiting the Client, and (b) enter any other data for NFP DCS completely and accurately on or before the last day of each calendar month, taking all appropriate steps to maintain Client confidentiality and obtain any necessary written permissions or agreements for data analysis or disclosure of protected health information, in accordance with HIPAA (Health Insurance Portability and Accountability Act of 1996) regulations, including, but not limited to, authorizations, data use agreements, and business associate agreements, as necessary. Failure of Agency to comply with any applicable provision of HIPAA will constitute a breach of this Agreement.

VIII. Agency will ensure that Program Supervisors:

A. Aim to develop a supportive relationship with the Nurse Home Visitors she/he supervises;
B. Meet one-on-one with each Nurse Home Visitor at least weekly to provide clinical supervision using reflection, preferably in person but by telephone where travel constraints limit nurse or Program Supervisor mobility; and
C. Run activity reports and quality improvement reports from the NFP DCS on a timely basis (typically monthly); use such reports to assess areas where systems, organizational, or operational changes are needed to enhance the overall quality of program operations; and develop and implement action plans based on these assessments, team meetings and case conferences, in accordance with the Model Elements.

IX. Agency will ensure that Administrators:

A. Support the Team as appropriate;
B. Review annual outcome and fidelity measures to assess the status of Program implementation;
C. Review capacity and sustainability regularly;
D. Take advantage of NFP's ongoing distance learning opportunities related to Administrator education, including online learning and, when practical and appropriate, travel to the NSO for additional training;
E. Make best efforts to support the Community Advisory Board ("CAB"), and
F. Maintain an ongoing commitment to the professional development and education of Nurse Home Visitors and provide opportunities for additional training, when applicable.

X. Agency will develop a Community Advisory Board with diverse representation (for example, health, mental health, education, criminal justice, youth, business, social services, faith-based leaders, other prominent community organization leaders) to ensure broad-based community support for Agency's implementation of the Program.

XI. NFP will periodically assess the extent to which Agency is implementing the Program with Fidelity to the Model. When such assessment indicates opportunities for Agency to improve its results by strengthening Fidelity to the Model, NFP staff will meet with Agency supervision and mutually develop a plan to do so.

Introduced: 9/20/2021

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of Health or the Assistant Director of Health to sign an Agreement with the City of Marina (City) in the amount of approximately $18,600 for services to be performed by the Monterey County Health Department's Animal Services unit to provide shelter, care and other required services for the term retroactive from July 1, 2021 through December 31, 2021; and
b. Approve and authorize the Director of Health or the Assistant Director of Health to sign up to three (3) future amendments to this Agreement where the amendments do not significantly change the scope of work and do not exceed 10% ($1,860) of the original Agreement amount.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Director of Health or the Assistant Director of Health to sign an Agreement with the City of Marina (City) in the amount of approximately $18,600 for services to be performed by the Monterey County Health Department's Animal Services unit to provide shelter, care and other required services for the term retroactive from July 1, 2021 through December 31, 2021; and
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SUMMARY/DISCUSSION:
The Monterey County Health Department's Animal Services Program (County) is responsible for providing animal control services in the unincorporated areas of Monterey County. It also operates an Animal Services Center located at 160 Hitchcock Road, Salinas, California that offers an array of services, including but not limited to shelter, veterinary, quarantine, and licensing services.

The City of Marina desires to contract with the County for the provision of services at the Animal Services Center. The services to be provided to the City of Marina by the County include investigating reports of bite incidents and/or biting animals within the jurisdiction of the City, coordinating the efforts to de-brain and otherwise test biting animals for rabies, sheltering stray and surrendered domestic animals, and providing quarantine holds for animals to rule out suspected rabies. Previously, the City of Marina has contracted with the City of Salinas for these services. Due to COVID-19 and the consolidation efforts between the City of Salinas and Monterey County, all animals are currently housed in one facility. It is in the best interest of all involved to have the City of Marina contract directly with the County. The County will honor the terms and fees previously paid to the City of Salinas for this six (6) month Agreement, during negotiations for future services.

This work supports the Monterey County Health Department 2018-2022 Strategic Plan Initiatives: 1. To empower the community to improve health and 3. Ensure access to culturally and linguistically appropriate, customer-friendly, quality health Services. It also supports the following of the ten essential public health services, specifically: 1. Monitor health status to identify and solve community health problems; and 4. Mobilize community partnerships and action to identify and solve health problems; and 6. Enforce laws and regulations that protect health and safety.

OTHER AGENCY INVOLVEMENT:
The office of the County Counsel and the Auditor-Controller have reviewed and approved this Agreement as to legal form, and fiscal provisions, respectively.

FINANCING:
Appropriations for this Agreement are included in the Health Department's (HEA001-8442) Fiscal Year (FY) 2021-22, Adopted Budget.

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: Cindy Burnham, Animal Services Administrator, 796-8796

Approved by:

_____Date:_____
Elsa Mendoza Jimenez, Director of Health, 755-4526

Attachment:

Agreement

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Monterey County

Item No.

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

Board Report

Legistar File Number: A 21-492

October 05, 2021

Introduced: 9/20/2021 **Current Status:** Agenda Ready
Version: 1 **Matter Type:** BoS Agreement

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FINANCING:
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Check the related Board of Supervisors Strategic Initiatives:

☐ Economic Development:
- Through collaboration, strengthen economic development to ensure a diversified and healthy economy.

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

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- 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: Cindy Burnham, Animal Services Administrator, 796-8796

Approved by:

DocuSigned by:
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Date: 9/22/2021 | 12:28 PM PDT
Elsa Mendoza Jimenez, Director of Health, 755-4526

Attachment:
Agreement

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AGREEMENT BY AND BETWEEN THE COUNTY OF MONTEREY AND THE CITY OF MARINA

This Agreement ("Agreement") for the use of the Animal Services Center and the provision of other animal services is between the County of Monterey, a political subdivision of the State of California ("COUNTY"), doing business as the Animal Services Division of the Department of Health, and the City of Marina ("CITY"). It is effective July 1, 2021 through December 31, 2021. COUNTY and CITY are sometimes referred to in this Agreement as a "party" or, collectively, as "the Parties."

RECITALS

WHEREAS, the COUNTY has established the Health Department Animal Services Center, located at 160 Hitchcock Road, Salinas, California, to shelter animals within the unincorporated areas of the county; and

WHEREAS, the CITY was contracting with the City of Salinas prior to the COVID-19 pandemic, for the sheltering of animals found within the City limits of Marina; and

WHEREAS, the COUNTY and the City of Salinas have consolidated shelters and all animals that were being housed at the Salinas Shelter are now being housed at the County Animal Services Center; and

WHEREAS, the CITY desires to contract with the COUNTY for the provision of services at the Animal Services Center as described below; and

WHEREAS, the COUNTY agrees to provide such services in accordance with the provisions of this Agreement, Title 8 of the Monterey County Code, and applicable law.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. DEFINITIONS

Domestic Animals include cats, dogs, rabbits, guinea pigs, hamsters, pot-bellied pigs, birds, lizards, snakes, turtles or tortoises, and other similar animals customarily kept as household pets. This definition shall not be construed to include livestock, large animals, or wildlife.

Exotic Animals are any animals that are not indigenous to Monterey County, are not livestock, and are not a household pet, whether domesticated or not, or protected or not. Exotic animals include nondomestic animals, animals native to a foreign country or of foreign origin or character, or animals that are not commonly kept as pets.

Large Animals are all animals exceeding 200 pounds in weight.

Livestock includes every horse, ass, burro, donkey, mule, equine creature, cow, bull, steer, heifer, ox, bovine creature, llama, sheep, goat, hog, and domesticated bird not customarily kept

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as household pets.

Wildlife includes any animal that is indigenous to Monterey County, and not domesticated, protected or not. Wildlife does not include, among other animals, feral livestock, household pets or exotic animals.

2. ANIMAL SERVICES TO BE PROVIDED BY COUNTY

COUNTY'S responsibilities for shelter and veterinary services under this Agreement do not apply to exotic animals, large animals, livestock, or wildlife.

A. Program Management and Administration
COUNTY shall manage and administer the Animal Services Center to provide appropriate facilities, staffing, and record maintenance for the services set forth below.

B. Shelter Services and Disposition of Animals
COUNTY shall provide shelter at the Animal Services Center for stray and surrendered domestic animals found within the incorporated boundaries of the CITY. Shelter services shall include the administrative tasks necessary for surrender of such animals at the Animal Services Center, the care of animals during the holding period, and final disposal of animals through redemption, adoption, or humane euthanasia and disposal. COUNTY shall shelter such animals received at the Animal Service Center in accordance with applicable state regulations, local ordinances, and policies governing humane treatment of animals.

C. Disposal of Domestic Animal Carcasses
Upon request from CITY, COUNTY shall arrange for the proper disposal of domestic animal carcasses.

D. Emergency Medical Treatment
1. Request: Upon prior written request and approval from CITY, COUNTY may arrange for emergency medical treatment of CITY domestic animals either at COUNTY's veterinary clinic or with an outside veterinary clinic with which COUNTY has a current contract for the provision of medical services. Where, due to the exigent nature of circumstances, prior written request is not possible without endangering the well-being of the animal, COUNTY shall confirm an oral request for veterinary treatment made by CITY staff, in writing, as soon as possible.
2. Payment/Rates: COUNTY shall invoice CITY for the emergency medical services provided at:
    a. The current Board-approved rates for care provided by COUNTY's veterinary clinic; or
    b. Contract rates for care provided by contract veterinary clinics. Where treatment is needed, in the judgment of the COUNTY's contract veterinary clinics, which exceeds $150.00, CITY shall provide written authorization to the COUNTY to provide those services before they are rendered.

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3. Transportation to COUNTY contract veterinary clinics:
   a. Where an animal requiring emergency medical treatment is in COUNTY's custody at the Animal Services Center, COUNTY staff shall transport the animal to the veterinary clinic. Selection of the veterinary clinic to provide emergency medical treatment shall be in the sole discretion of COUNTY.
   b. Where an animal requiring emergency medical treatment is not in COUNTY's custody at the Animal Services Center, CITY staff shall request COUNTY for emergency medical services to be provided to animal and CITY staff shall pick up and transport the animal directly to the COUNTY's contract veterinary clinic. Selection of the veterinary clinic to provide emergency medical treatment shall be in the sole discretion of COUNTY. COUNTY shall notify the contract veterinary clinic that an animal is being delivered for the provision of medical services pursuant to COUNTY contract.
   c. Alternatively, CITY may independently procure its own arrangements for emergency medical treatment for animals needing such care in its jurisdiction. After an animal is treated and in stable condition, CITY may deliver the animal to the COUNTY for shelter services at the Animal Services Center as long as its condition is such that it can be safely and humanely housed and cared for.

E. Rabid Animals
   a. COUNTY shall perform the following rabid animal services for all types of animals:
   b. Transport tissue to the County Health Department for testing.
   c. Dispose remains of rabid animals.
   d. Report rabid animal incidents to appropriate agencies.
   e. When required, COUNTY shall de-brain the animal, or shall coordinate de-braining of the animal, for testing by the County Health Department.
   f. CITY shall be responsible for the cost of decapitation and de-braining as required for laboratory testing, at a rate as in the approved COUNTY Fee Schedule, per animal, for animals found within the incorporated boundaries of the CITY.

F. Quarantine

COUNTY shall manage the quarantine of biting domestic animals within the incorporated boundaries of the CITY pursuant to state regulations and local ordinances. COUNTY shall manage the suspected rabies quarantine of domestic animals brought in by the CITY up to the ten-day holding period required by Monterey Code section 8.32.010B(1) (rabies/suspected rabies quarantine). In addition, COUNTY shall be responsible for keeping required records and reporting of information to the State Department of Health.

G. Reports

COUNTY shall provide CITY, with invoice, a report that includes:
1. Total number of animals provided with shelter services and veterinary services.
2. Disposition of each animal.

H. Field Services

Field Services—such as picking up domestic animals running at large, conducting investigations of potentially dangerous and vicious dogs, conducting bite investigations, responding to nuisance complaints (e.g., barking dogs), or checking on possible instances of neglect or inhumane treatment of animals when they occur within CITY limits, shall not be provided to CITY by COUNTY.

I. "Good Samaritan"

When domestic animals are found within the incorporated boundaries of the CITY and are brought to the COUNTY by "Good Samaritans," (citizens who do not own the stray animal but have delivered it for care and medical treatment), COUNTY shall obtain the following information relative to;

a. Where the animal was found
b. If animal is injured, how the animal was injured
c. Whether the animal has any identification
d. Whether the owner is known
e. Obtain a current address and contact information for the Good Samaritan.

COUNTY Animal Services staff shall determine if the animal came from the COUNTY's jurisdiction or from within the incorporated boundaries of the CITY prior to authorizing any medical treatment. If the animal is determined by COUNTY to come from within the incorporated boundaries of the CITY, CITY shall be responsible for shelter, care, and veterinary treatment, if any, provided by COUNTY pursuant to the terms of this Agreement. During evenings, holidays and weekends, COUNTY shall contact the CITY at a designated, after-hours telephone number to receive verbal authorization for treatment, if warranted.

3. CITY RESPONSIBLITIES FOR ANIMAL SERVICES

A. Prosecution of Case Violations

The CITY Attorney may exercise the discretion vested in his or her office to prosecute violations of the City Animal Ordinance and may take appropriate legal action with respect to the abatement of violations of the City Animal Ordinance involving animals occurring within City's corporate limits. COUNTY shall not bear responsibility for prosecuting violations of the City Animal Ordinance occurring within the incorporated boundaries of the CITY.

B. Large Animal, Wildlife, and Livestock Services

1. CITY shall provide all services related to large animals, wildlife, small wildlife, exotic animals, and livestock; and
2. COUNTY shall provide services related to rabies per Section 2.E of this Agreement both within CITY limits and in unincorporated areas of the County.

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C. Cooperate with and Assist COUNTY
To facilitate the performance of the foregoing functions, it is hereby agreed that the COUNTY shall have the full cooperation and assistance from the CITY, its officers, agents, and employees.

4. COOPERATION

A. CITY and COUNTY staff shall meet during the terms of this agreement to discuss CITY'S future animal sheltering needs.

B. Upon request from CITY, COUNTY shall provide in-house training to CITY staff on topics of interest to CITY, as deemed appropriate by COUNTY.

5. TERM AND TERMINATION

A. Term
This Agreement shall be effective on **July 1, 2021** and shall terminate on **December 31, 2021**, unless sooner terminated pursuant to the terms of this Agreement.

B. Termination
During the term of this Agreement, either party may terminate the Agreement by giving written notice of termination to the other party at least sixty (60) days before 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 based on the services rendered by the COUNTY before the termination date.

6. PAYMENT

A. The CITY shall be billed at a flat rate of $3,100 per month for up to 20 sheltered animals.

B. If more than 20 animals are brought in, CITY will be billed $155 per animal (for up to 10 days holding time per animal).

C. Additional fees may apply to CITY on a case by case basis including veterinary exams and/or treatment as required, immediate euthanasia of underaged or critically injured animals, owner notification letters, bite reports or any other costs that COUNTY incurs that are due to CITY animals as indicated in COUNTY's current fee schedule.

D. Animals that need to be held over 10 days per direction from the CITY will be billed for each additional day over the 10 days, at the rate listed on the COUNTY's current fee schedule.

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E. Feral cats with kittens and kittens and puppies: If a feral cat is brought in by CITY and has a litter of kittens while in the stray holding time, CITY will not be billed additionally for those new animals.

F. Where an animal is released to the owner and owner pays all fees related to the care of the animal, CITY shall not be charged additionally for services provided to the animal.

G. The CITY shall not be billed for the disposal of domestic animal carcasses. COUNTY will not accept, for disposal any large animals, wildlife, small wildlife, exotic animals, and livestock.

7. MUTUAL INDEMNIFICATION

INDEMNIFICATION, CITY 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 CITY 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 CITY shall reimburse COUNTY for all costs, attorney's fees, expenses and liabilities incurred with respect to any litigation in which the CITY is obligated to indemnify, defend and hold harmless COUNTY under this Agreement.

INDEMNIFICATION, COUNTY shall indemnify, defend, and hold harmless the CITY, 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 COUNTY 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 CITY. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the CITY. COUNTY shall reimburse CITY for all costs, attorney's fees, expenses and liabilities incurred with respect to any litigation in which the COUNTY is obligated to indemnify, defend and hold harmless the CITY under this Agreement.

8. INSURANCE

A. Without limiting COUNTY's or CITY's duty to indemnify each other, each party shall have a program of self-insurance or policies of insurance in effect during the term of this Agreement with the following minimum limits of liability:

1. Commercial general liability, including but not limited to premises, personal injuries, products, and completed operations, with a combined single limit of not less than $1,000,000 per occurrence; and

2. Comprehensive automobile liability covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under

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this Agreement, with a combined single limit of not less than $500,000 per occurrence; and

3. Workers' Compensation insurance in accordance with California Labor Code, Section 3700, and with a minimum of $100,000 per occurrence for employer's liability.

B. In the event that a party maintains insurance as required by this Agreement, such insurance shall be with the company acceptable to the parties to this Agreement and authorized by law to conduct insurance business in the State of California. All such insurance shall be written on an occurrence basis, or if the policy is not written on an occurrence basis, such policy with a coverage required herein shall continue in effect for a period of two (2) years following the date any party to this Agreement completes its performance of services under this Agreement.

Each liability policy shall provide that the COUNTY and CITY shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or non-renewal thereof. Each policy shall provide identical coverage for each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance showing each subcontractor has identical coverage.

Prior to the execution of the Agreement by the COUNTY, the CITY shall file certificates of insurance or self-insurance with Monterey County Risk Management Officer, showing that all parties have in effect the insurance required by this Agreement. The CITY shall file a new or amended certificate of insurance or self-insurance promptly after any change is made to any insurance policy or program of self-insurance, which would alter the information of the certificate then on file. Acceptance or approval of insurance or program of self-insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

9. EQUAL OPPORTUNITY

During the performance of this Agreement, the parties shall not unlawfully discriminate against any person because of race, color, religion, sex, national origin, ancestry, physical disability, medical condition, marital status, age (over 40), or sexual preference, either in the parties' employment practices or in the furnishing of services to recipients. The parties shall ensure that the evaluation and treatment of its employees and applicants for employment and all person receiving and requesting services are free of such discrimination. The parties shall, during the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination.

10. EMPLOYEE STATUS

All persons employed in the performance of services to be provided by COUNTY as described in this Agreement shall be COUNTY employees. No current CITY

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employee shall become COUNTY employee by reason of this Agreement and no COUNTY employee performing services hereunder shall have CITY pension or CITY civil service status or rights.

11. RECORDS AND AUDITING REQUIREMENTS

The parties shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulation and shall maintain such records for a period of at least three (3) years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three (3) year period, then the parties shall retain said records until such violation is resolved.

12. GENERAL PROVISIONS

A. Amendment

This Agreement may be amended or modified only by an instrument in writing and signed by all parties hereto.

B. Governing Law

This agreement shall be governed by and interpreted under the laws of the State of California. Venue of litigation arising under this Agreement, if any, shall be in the Superior Court of California, Monterey County.

C. Compliance with Applicable Law

The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

D. Construction of Agreement

The parties agree that each party has fully participated in the review and revision of this Agreement 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 thereto.

E. Waiver

Any waiver of nay terms and conditions of this Agreement must be in writing and signed by the COUNTY and CITY. Any waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions of this Agreement.

F. Integration

This Agreement, including the exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the parties as of the effective date hereof. This Agreement may only be amended in writing, executed by both parties.

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G. Notices

Any notices required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified or registered mail to the COUNTY and CITY at:

COUNTY:		**CITY:**
Elsa M. Jimenez, Director of Health		City of Marina Chief of Police
1270 Natividad Road		211 Hillcrest Avenue
Salinas, CA 93906		Marina, CA 93933

This area intentionally left blank

IN WITNESS WHEREOF, COUNTY and CITY have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contract/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form

By: DocuSigned by: Katherine A Hansen Deputy Counsel Counsel
16878463597F46B...
County Counsel

Date: 9/20/2021 | 2:12 PM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Gary Giboney Chief Deputy Auditor-Controller
D3834BFEC1D8449...
Auditor/Controller

Date: 9/20/2021 | 2:30 PM PDT

CITY OF MARINA

By: Matt Mogensen
Matthew Mogensen, Asst. City Manager
Name and Title

Date: _____

By: Eddie Anderson
Eddie Anderson, Acting Chief Of Police
Name and Title

Date: 09/10/2021

Introduced: 9/17/2021

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 no cost agreement with the California Department of Social Services, retroactive to July 1, 2021 through June 30, 2024, to establish responsibilities for the provision of legal services for Resource Family Program administrative appeals; and
b. Approve and authorize the Director of the Department of Social Services to sign up to three (3) amendments to this agreement as long as they do not encompass payment or significantly change the scope of services.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Director of the Department of Social Services to sign a no cost agreement with the California Department of Social Services, retroactive to July 1, 2021 through June 30, 2024, to establish responsibilities for the provision of legal services for Resource Family Program administrative appeals; and
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SUMMARY/DISCUSSION:
Resource families are caregivers who provide out-of-home care for children in foster care. Resource Family Approval (RFA) was authorized through Senate Bill 1013 (Chapter 35, Statutes of 2012) and requires the California Department of Social Services (CDSS), in consultation with the county welfare agencies, foster parent associations, and other interested community parties, to implement a unified, family friendly and child-centered resource family approval process. RFA replaces and streamlines the prior processes for licensing foster family homes, approving relative and nonrelative extended family members as foster care providers, and approving adoptive homes.

Through this agreement, CDSS Legal Division shall act as the sole legal representative on behalf of the County in the provision of legal consultations and legal representation on appeals to an RFA Notice of Action. Specifically, the CDSS Legal Division shall represent the County for denial or recission of resource family approval, denial or recission of a criminal records exemption, or exclusion of an individual. CDSS shall appear on behalf of Monterey County at all proceedings related to such actions that are heard by the State Hearings Division or the Office of Administrative Hearings.

This agreement was delayed in being brought to your Board due to late receipt of the agreement from CDSS.

OTHER AGENCY INVOLVEMENT:
County Counsel has approved the agreement as to form.

FINANCING:
This is a no cost agreement. There is no impact to the County General Fund.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
This agreement correlates to the Health & Human Services Strategic Initiative adopted by the Board of Supervisors by allowing the Department to improve the quality of life for foster children by expanding capacity for timely completion of resource family approvals and legal representation by CDSS for appeals.

Mark a check to the related Board of Supervisors Strategic Initiatives

___ Economic Development
___ Administration
_X_ Health & Human Services
___ Infrastructure
___ Public Safety

Prepared by: Rene Kausin, MA ll, x4737

Approved by: Lori A. Medina, Director, x4430

Attachment: Agreement
Proposed agreement is on file with the Clerk of the Board as an attachment to this Board report.

Introduced: 9/17/2021 **Current Status:** Agenda Ready

Version: 1 **Matter Type:** BoS Agreement

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___ Administration
_X_ Health & Human Services
___ Infrastructure
___ Public Safety

Prepared by: Rene Kausin, MA ll, x4737

Becky Cromer for Lori A. Medina

Approved by: Lori A. Medina, Director, x4430

Attachment: Agreement
Proposed agreement is on file with the Clerk of the Board as an attachment to this Board report.

SCO ID: 5180-215030

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
21-5030	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Monterey County Department of Social Services

CONTRACTOR NAME
California Department of Social Services

2. The term of this Agreement is:

START DATE
July 01, 2021

THROUGH END DATE
June 30, 2024

3. The maximum amount of this Agreement is:
0.00 Zero dollars 00/100

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

	Exhibits	Title	Pages
	Exhibit A	Scope of Work	24
	Exhibit A - Attachment 1	General Terms and Conditions	8
	Exhibit A - Attachment 2	Information Security Requirements	2
+ -	Exhibit A - Attachment 3	State of California Public Liability and Workers' Compensation Insurance	1
+ -	Exhibit A - Attachment 4	State of California Automobile Liability/Physical Damage	1
+ -	Exhibit B	Budget Detail and Payment Provisions	6

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

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.)
California Department of Social Services

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
744 P Street, M.S. 9-6-747	Sacramento	CA	95814

PRINTED NAME OF PERSON SIGNING	TITLE
Marissa Enos	Section Chief, Contracts and Purchasing Bureau
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

SCO ID: 5180-215030

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

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STATE OF CALIFORNIA

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CONTRACTING AGENCY ADDRESS 1000 South Main Street, Unit 205	CITY Salinas	STATE CA	ZIP 93901
PRINTED NAME OF PERSON SIGNING Lori A. Medina	TITLE Director, Department of Social Services		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

DocuSigned by:
Anne Brereton, County Counsel 9/16/2021 | 2:21 PM PDT
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SCO ID: 5180-215030

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EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

This Agreement is entered into by and between the California Department of Social Services, hereinafter referred to as the CDSS, and the County of Monterey, hereinafter referred to as the County, for the purpose of establishing the responsibilities of the CDSS and the County in the provision and receipt of certain services, including legal consultation and legal representation in administrative action appeals as described within section III of this Agreement, associated with the Resource Family Approval (RFA) program of the County child welfare services agency and the State of California, pursuant to California Welfare and Institutions Code section 16519.5 et seq. Hereinafter, the County and CDSS may be referred to collectively as the "Parties", or individually as a "Party". If identified below in Section VII, the CDSS and County have agreed that certain services for the family evaluation, complaint investigations or home health and safety assessments shall be provided as described in Sections IV, V and VI of this Agreement.

I. Background

The RFA program was created to provide a unified, family-friendly, and child-centered process to replace the multiple processes for licensing foster homes, approving relatives and nonrelative extended family members as foster care providers, and approving adoptive families; establish a single set of standards for approvals which allow for the safety, permanence, and well-being needs of the children who have been victims of child abuse and neglect; reduce the use of congregate care placement settings; and decrease the length of time for each child to obtain permanency. Pursuant to Government Code section 30029.7, subdivision (a)(3), the County and CDSS may enter into an agreement for CDSS to provide services or activities related to RFA. The County and CDSS have identified certain services or activities to be provided by CDSS in order to expedite the delivery of services to children and nonminor dependents who reside or may reside in a resource family home.

II. Definitions

A. "County" means the largest political division of the State having corporate powers, wherein the County's powers are exercised through its board of supervisors or through agents and officers acting under the authority of the board or authority conferred by law (Govt. Code § 23000 et seq.). As used in this Agreement, the County includes agents, officers, directors, and County employees who conduct RFA activities on behalf of the County, as described in Welfare and Institutions Code section 16519.5 et seq.

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EXHIBIT A
(Standard Agreement)

B. "Resource Family Approval" or "RFA" program means the program wherein an applicant seeks to meet the home environment assessment and permanency assessment standards of the State of California as set forth by CDSS, with an approval provided by the County or applicable Foster Family Agency. This approval is in lieu of the existing foster care license, relative or nonrelative extended family member approval, and the adoption home study.

C. "Respondent" means an applicant, resource family parent, or individual who has been served with a Notice of Action and is the subject of an administrative action. For matters that shall be heard by the CDSS State Hearings Division, a "Respondent" also means a "claimant," as defined in CDSS Manual of Policy and Procedures section 22-001.

D. "Written Directives" (WDs)[1] means the written processes, standards, and requirements issued by the CDSS to implement the RFA Program. (See WDs section 3-01(a) (101). The WDs have the same force and effect as regulations; ensure that a county uses the same standards for RFA; and ensure that a county does not implement policies or procedures that conflict with or attempt to supersede the WDs; (WDs section 2-01.)

III. Legal Consultation and Legal Representation on Appeals/State Hearings Division (SHD) and Office of Administrative Hearings (OAH)

A. Role of the CDSS Legal Division in the Provision of Legal Consultation and Legal Representation on Appeals:

1. The CDSS Legal Division shall act as the sole legal representative on behalf of the County in the provision of legal consultations and legal representation on appeals to an RFA Notice of Action. The County is the client and is the final decision maker on decisions affecting the legal rights of the County.

a. The Parties shall maintain confidentiality in all communications in accordance with any applicable confidentiality laws, privacy laws, and laws governing attorney-client relationships.

(1) For the purposes of this section, the County shall ensure that the agents, directors, officers, and employees of the County who conduct RFA activities on behalf of the County, are familiar with and follow applicable laws for privacy and confidentiality, as well as protect and maintain the confidential nature of the communications created by

[1] Version 7 of the Written Directives was used as a reference in creating this Agreement. The Written Directives may be revised by CDSS during the term of this Agreement and shall be in effect from the date of revision.

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EXHIBIT A
(Standard Agreement)

attorney-client relationships, including, but not limited to, Evidence Code section 952 and applicable case law.

2. Except as otherwise provided in this section, the CDSS Legal Division shall represent the County on all appeals to an RFA Notice of Action for denial or rescission of resource family approval, denial or rescission of a criminal record exemption, or exclusion of an individual and shall appear on behalf of the County at all proceedings related to such actions that are heard by the SHD or the OAH. Nothing in this section shall preclude a County representative from being present at an RFA hearing.

3. If the County chooses to represent itself on an appeal in an individual case, it shall not send a Statement of Facts as described in Section III(D) to the CDSS Legal Division to request representation and shall not seek legal advice or direction from the CDSS Legal Division. In those cases, the County hearing representative shall receive legal advice and direction from County Counsel or their designee. The CDSS Legal Division shall not provide legal representation or advice.

4. The Parties agree that CDSS Legal Division's scope of work shall not include legal consultation or representation regarding the following:

   a. Writs or lawsuits or similar actions filed by or against the County, except that the CDSS Legal Division may be available to consult with the County on any such actions arising out of an RFA action as described herein;
   b. Requests for information or documents from the County such as Public Records Act requests or subpoenas issued to the County;
   c. Placement of a dependent child or nonminor dependent;
   d. Relative or non-relative extended family member approvals pursuant to the "*Harris*" case;
   e. Child Abuse Central Index grievance hearings;
   f. Dependency or delinquency matters;
   g. Assistance with issuing or serving an investigatory subpoena or warrant;
   h. Hearings or proceedings regarding jurisdictional disputes where no Notice of Action for denial or rescission of resource family approval, or denial or rescission of a criminal record exemption, has been served;
   i. Defending the county on a Temporary Suspension Order (TSO); and
   j. Any other matter within the authority and direction of the County Counsel.

B. Duties of the County and the CDSS Legal Division Regarding Consultation:

1. In compliance with the WDs or regulations issued pursuant to Welfare and Institutions Code section 16519.5, the County is required to consult with legal counsel prior to service of a Notice of Action for denial or rescission of

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EXHIBIT A
(Standard Agreement)

resource family approval, or denial or rescission of a criminal record exemption; and is required to consult with the CDSS Legal Division when recommending the exclusion of an individual.

2. Pursuant to this Agreement, legal consultation for denials or rescissions for which the County seeks CDSS Legal Division representation shall be with the CDSS Legal Division, and not County Counsel.

3. The County may request a legal consultation with the CDSS Legal Division regarding legal or evidentiary issues related to an investigation, family evaluation or other matters affecting the approval.

4. If the County seeks a TSO against a resource family's approval, in addition to consulting with the CDSS Legal Division on the matter, the County shall consult with their County Counsel prior to service of a TSO. The County should follow its internal procedures for an RFA TSO.

5. Legal consultation shall not include technical assistance regarding program requirements or procedures, RFA implementation or statewide policies; these issues shall be referred to the CDSS RFA County Liaison, RFA Policy Analyst, or RFA Inbox.

6. The County shall work with the CDSS RFA County Liaison to schedule a regular monthly legal consult meeting, or as needed. If a matter is urgent, such as a situation warranting the immediate exclusion of an individual or a TSO, the County may contact their CDSS RFA County Liaison by phone, email or in-person and request an urgent consult with their assigned CDSS Legal Division consulting attorney.

7. Prior to a scheduled legal consult, the County shall obtain the evidence necessary to support the information contained in the legal consultation memo related to the County's finding, position, or action requested.

8. The County shall prepare a confidential legal consultation memo for each matter upon which legal advice is sought through a consult with the CDSS Legal Division. A copy of the RFA legal consult memo form can be obtained through the CDSS RFA County Liaison. Upon request, the CDSS RFA County Liaison shall provide technical assistance to the County regarding the program requirements or procedures including but not limited to family evaluations, RFA implementation, statewide policies, legal consult procedures or how to draft the Notice of Action, legal consultation memo or statement of facts. Both Parties shall maintain the confidentiality of all attorney-client communications, including the legal consult memo.

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EXHIBIT A
(Standard Agreement)

9. Using a secure or encrypted format, or a secure file transfer protocol, the County shall send a properly completed legal consult memo, the draft Notice of Action, as well as relevant attachments related to the request for consult including, but not limited to, investigations, court records or arrest reports. These documents shall be sent to the CDSS RFA County Liaison and the consulting attorney at least five (5) business days prior to the date of the regularly scheduled consult.

10. The consult meeting is an opportunity for the CDSS Legal Division consulting attorney and CDSS RFA County Liaison to discuss the information in the consult memo provided by the County with the appropriate County staff. Accordingly, the County should make its best efforts to have the assigned County RFA worker or probation officer with knowledge of the facts described in the consult memo present at the consult. If the approval worker or probation officer cannot attend in person, the worker or probation officer should attend by teleconference. If that is not possible, the supervisor who is familiar with the facts of the matter shall attend.

11. If a matter to be discussed at the consult involves a recommendation for an exclusion action, a family evaluation conducted by CDSS, an investigation conducted by CDSS, or dual or multiple programs (e.g., RFA and a child care license), the County shall identify and request the appropriate CDSS RFA staff, CDSS adoptions staff or CDSS Community Care Licensing Division (CCLD) staff to attend or teleconference into the consult.

    a. The County may request the assistance of the CDSS RFA County Liaison in arranging for the necessary CDSS staff to attend.
    b. The County and CDSS shall share evidence and information regarding related investigations, assessments, or actions as required by the WDs.
    c. Agents of the County who conduct activities as described in Welfare and Institutions Code section 16519.5 may be present during the portion of a consultation that is applicable to a matter for which the agent acted on behalf of the County, and for which the agent's presence is needed to discuss the information in the consult memo provided by the County. The County shall ensure that the agent of the County is aware of and complies with the confidentiality of the legal consult, the legal advice provided, and the confidentiality of any information shared, as required by law.

12. The CDSS Legal Division consulting attorney shall review the legal consult memo, the draft Notice of Action and attachments and shall advise the County regarding the Notice of Action, the proper hearing forum, and any other matter related to an investigation or proposed action. If the legal consult memo or draft Notice of Action are incomplete, said attorney may

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return them to the County to complete them or refer the County to the CDSS RFA County Liaison for technical assistance.

13. The CDSS Legal Division consulting attorney shall document the legal advice in writing within 3 to 5 business days, or as agreed upon at the consult, and submit the documentation to the County and the CDSS RFA County Liaison. If the matter involves dual or multiple programs or an exclusion action, the CDSS Legal Division consulting attorney shall provide the relevant CCLD Regional Office staff (licensing action) or CDSS RFA County Liaison (RFA exclusion action) with a copy of the consult memo and legal advice.

14. If the advice of the CDSS Legal Division consulting attorney is to proceed with an action that affects the approval, the County should notify the child(ren)'s placement worker, as applicable.

15. If the County fails to comply with the requirements of this Section III(B), the County waives its right pursuant to this Agreement to have CDSS Legal Division representation on the appeal.

C. County Duties Regarding Processing the Notice of Action and Appeal (NOA)

1. The County shall serve the Notice of Action in accordance with Welfare and Institutions Code section 16519.6 and the WDs or regulations. The County shall ensure the file contains adequate documentation regarding service of the Notice of Action to the correct address, such as certified mail receipts, and/or a proof of service in accordance with WDs, Article 12: Due Process.

2. If the matter includes an exclusion action or CCLD action, the County shall coordinate administrative actions, including service of the Notices of Action, notice of a related licensing action by CCLD, an exclusion order, or the filing of formal pleadings, with CDSS. (WDs, Article 12.)

3. If an appeal is filed, the County is responsible to comply with the law, WDs or regulations, and internal procedures including, but not limited to, the following:

   a. Date-stamp the appeal and envelope;
   b. Update the appeal status in the Notice of Action database (in AARS);
   c. For OAH cases, immediately send the acknowledgment of appeal to Respondent and begin preparing the case for the CDSS Legal Division as described in paragraph D;
   d. For SHD cases, begin preparing the case to be sent to the CDSS Legal Division at the same time the appeal is forwarded to the SHD as described in paragraph D;

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e. Obtain legal case number from CDSS RFA County Liaison and add number to Statement of Facts; and
f. Forward the appeal to SHD by uploading the NOA and appeal to SHD's Appeals Case Management System (ACMS).

D. Preparing the Case to Send to the CDSS Legal Division After Receipt of an Appeal:

1. To obtain the CDSS Legal Division's representation on an RFA appeal, the County shall prepare a Statement of Facts using the current versions of the following confidential attorney-client forms:

   a. Form RFA-9029: Statement of Facts Summary Sheet – Resource Family
   b. Form RFA- 9029C: Complaint and Immediate Deficiencies Log Continuation
   c. Form RFA-9029D: RFA Statement of Facts Dividers
   d. Form RFA-9029W: Witnesses Continuation

2. For SHD cases, the County shall prepare the Statement of Facts, a draft position statement, and copies of all approval file documents within ten (10) business days of receipt of an appeal. The documents shall be sent electronically to the CDSS Legal Division by encrypted email or Secure File Transfer (in AARS) at the same time the appeal is forwarded to SHD (WDs, Article 12). The County shall maintain the confidentiality of the attorney-client privileged Statement of Facts forms during any transmission of the forms or in any files maintained by the County. The County shall use the draft position statement template provided by CDSS when drafting the position statement. The County shall comply with the WDs section 10-05 related to retention of the Resource Family File.

3. For OAH cases that involve a TSO or immediate exclusion action, the County shall prepare the Statement of Facts forms and copies of the RFA documents and evidence identified in the RFA 9029D: RFA Statement of Facts Dividers and send to the CDSS Legal Division and CDSS RFA County Liaison by encrypted email or Secure File Transfer within ten (10) business days of receipt of the appeal. Hard copies of the original documents shall also be sent by mail.

4. For all other OAH cases, the County shall prepare and mail to the CDSS RFA County Liaison the Statement of Facts forms and originals of all relevant documents within thirty (30) days of receipt of the appeal. The CDSS RFA County Liaison shall review the documents, provide any technical assistance necessary, and then forward to the CDSS Legal Division.

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5. The County shall make its best efforts to obtain certified court and law enforcement or other relevant records prior to sending the case to the CDSS Legal Division. If certified records are received after the case has been forwarded, then the County shall forward them to the CDSS Legal Division.

6. Prior to finalizing the Statement of Facts, the County shall verify that the witness list contact information in Form RFA-9029: Witness List is current and updated, including the current placement and placement worker information for any child or nonminor dependent victim or witness.

E. Duties of the County and CDSS Legal Division after the CDSS Legal Division Receives the Case:

1. Upon receipt of the case file, the CDSS Legal Division shall be responsible for the following:

   a. Logging the case into the Legal Case Tracking System (LCTS) and immediately assigning the case to a CDSS Legal Division hearing attorney.
   b. Preparing a new case memo identifying the hearing attorney and the hearing attorney's contact information and emailing it to the County staff identified on the Statement of Facts and the CDSS RFA County Liaison.

2. The CDSS Legal Division hearing attorney shall review the complete file to determine if the evidence is sufficient to go forward with the requested administrative action. If not, the County shall be consulted, and the file may be closed without filing and sent back to the County for an informal resolution or to obtain more evidence.

3. For cases to be heard at SHD, the CDSS Legal Division hearing attorney will review the draft Position Statement prepared by the County and work with the County to finalize it. Provided that the County provides the necessary and relevant information in a timely fashion, the CDSS Legal Division is responsible for filing the Position Statement and exhibits with SHD. The County shall be responsible for making available to Respondent all relevant documents in the County's possession in accordance with the WD's. Prior to disclosure to Respondent, the County shall withhold or redact documents that are confidential or privileged as required by law.

4 For cases to be heard at OAH, the hearing attorney shall prepare, sign and file the Accusation or Statement of Issues in accordance with the County's request in the Statement of Facts case summary and serve on the Respondent(s):

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a. A copy of the filed Accusation or Statement of Issues shall be provided to the County welfare director or chief probation officer or designee.
b. If there are any substantive changes to the allegations at issue that were identified in the Statement of Facts case summary provided by the County, the CDSS Legal Division shall consult the County welfare director, chief probation officer, or designee for approval prior to filing the Accusation or Statement of Issues.
c. A CDSS Legal Division attorney may sign an amended Accusation or Statement of Issues on behalf of the County, if the amendment is approved by the welfare director, probation officer or designee. The CDSS Legal Division shall file a copy of the amended pleading with OAH, as applicable.

5. If a resolution is sought prior to hearing, the CDSS Legal Division shall discuss settlement options with the County, Respondent, CCLD or CDSS Program if applicable, draft the settlement agreement, and supervise its finalization. The County shall have the final decision on whether to approve a settlement. If a Respondent seeks to withdraw the appeal or notice of defense, the CDSS Legal Division shall prepare a written withdrawal for Respondent to sign, and if the matter has been set for hearing, submit a copy to the Administrative Law Judge.

6. For OAH cases, the CDSS Legal Division shall prepare and serve documents on Respondent in accordance with Government Code sections 11507.5 and 11507.6.

7. While the RFA administrative action is pending, the County shall keep the assigned CDSS Legal Division hearing attorney informed of new developments that occur prior to the hearing (e.g., new arrests or new evidence), and of any changes in the Respondent's address or other contact information. The County shall timely forward any phone calls or correspondence from Respondent, his or her authorized representative, or SHD to the CDSS Legal Division hearing attorney.

8. The County shall assist the CDSS Legal Division, if necessary, in locating witnesses, with the service of subpoenas for appearance at hearing, and with the transportation of witnesses to the hearing. The County shall notify the assigned CDSS Legal Division hearing attorney if there are concerns about the testimony of a child or similarly vulnerable witness at hearing as specified in WDs, Article 12. The County shall assist the CDSS Legal Division hearing attorney in providing information or facilitating contact with the witness's placement worker or treatment provider if a motion to protect the witness is determined to be necessary. The County shall provide for the use of one-way

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closed-circuit television or video in accordance with WDs, section 12-16 (Conduct of Hearing; Confidentiality and Procedures), as applicable.

9. The CDSS Legal Division shall represent the County at the prehearing conference, settlement conference, and hearing before SHD or OAH, and prepare any necessary motions, briefs, subpoenas, settlement documents or other hearing documents, including those related to the County's withdrawal of a NOA and defaults, as outlined in the Written Directives.

10. The County shall be responsible for the following hearing-related duties and costs, including but not limited to the following:

    a. Reserving hearing rooms;
    b. Interpreters;
    c. Court reporters;
    d. Witness and expert witness fees;
    e. Security, if it is determined by the CDSS Legal Division hearing attorney, the county or an administrative law judge that a threat exists to the health and safety of those persons attending a hearing;
    f. Obtaining records needed for hearing; and
    g. Other hearing-related costs.

11. Following the SHD or OAH hearing, a proposed decision is adopted or rejected by the CDSS Director or designee. If the decision is rejected, the CDSS shall review the record and prepare the final decision and order, in accordance with the established standard.

12. The CDSS shall serve the final decision and order on all parties, including the County.

13. The CDSS Legal Division may represent the County in a request for reconsideration of the decision and order, a request for rehearing, or a request to set aside a default decision and order. If a conflict of interest exists, then representation by CDSS Legal Division shall be subject to the written consent of the parties and compliance with the Rules of Professional Conduct and paragraph G of this section.

14. The CDSS Legal Division shall update the statewide data system (i.e., AARS) with the final order or resolution.

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F. Conflict Resolution:

1. If the County and the CDSS Legal Division consulting or hearing attorney disagree with how to proceed on a matter, the matter shall be resolved as follows:

   a. The matter shall be elevated to the County RFA supervisor and the CDSS Legal Division attorney's supervisor to meet and confer to resolve the matter.
   b. If no agreement is reached, the matter shall be elevated to the next County supervisor or manager level, and for the CDSS Legal Division, to the Assistant Chief Counsel to meet and confer to resolve the matter.
   c. If still no agreement is reached, the matter shall be elevated to the Senior Assistant Chief Counsel and the equivalent County RFA program manager level to meet and confer to resolve the matter.

2. The County has the final decision on how to proceed on a matter, which shall be consistent with the CDSS Legal Division attorney's ethical duties regarding the minimum standards of evidence necessary to proceed with an action and the considerations identified below in paragraph F.3. of this section.

3. The resolution discussion shall include consideration of the minimum legal requirements for an action in the applicable statutes and WDs or regulations, any risks attendant to administrative litigation including a negative outcome at hearing, any risks to the health and safety of a child or nonminor dependent that may be caused by a failure to take action, and CDSS oversight responsibilities as mandated by law.

4. Nothing in this section shall interfere with the Parties' termination rights and the right of the CDSS Legal Division to withdraw from representation pursuant to the terms of this Agreement or applicable law.

G. Professional Responsibility; Conflict of Interest in Representation

1. The County acknowledges that the attorneys within the CDSS Legal Division have an ethical and legal duty to avoid a conflict of interest or the appearance of a conflict of interest when providing legal services to the County.

2. Pursuant to the California Rules of Professional Conduct, the CDSS Legal Division's attorneys may not be permitted to represent a client when there is a conflict of interest. If applicable, the CDSS Legal Division attorney is required to take certain actions which may include, but are not limited to, withdrawal from representation for individual cases or obtaining informed written consent from each client for individual cases.

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3. The Parties acknowledge that there exists an appearance of a conflict of interest or an actual conflict of interest due to the CDSS Legal Division representing both CDSS and the County in administrative actions falling within the jurisdiction of both agencies. By the signing of this Agreement, the Parties are providing their written consent to the CDSS Legal Division's dual representation of both CDSS and the County, where applicable.

4. In all other matters in which there exists an appearance of a conflict of interest or an actual conflict of interest, the CDSS Legal Division consulting or hearing attorney shall report the conflict to the County in writing as soon as possible after discovering the conflict. Potential conflicts of interests that may arise in RFA matters include, but are not limited to, the following:

   a. Dual program matters involving an RFA and licensing action where the County and CDSS disagree on how to proceed;
   b. Conflicts regarding the CDSS oversight function over the County's RFA program;
   c. Conflicts due to a lawsuit pending against CDSS or the County; and
   d. A request by the County for reconsideration of a CDSS issued order.

H. Withdrawal from Representation

1. If a County fails to follow legal advice or fails to perform any of its duties as set forth in this Agreement, the CDSS Legal Division retains the right to withdraw on referred cases by sending a written notice identifying those case(s) from which it is withdrawing to the County as specified in Exhibit A, Attachment 1, page 4, Paragraph O (Notices), subparagraphs 2 (United States Mail) or 3 (Email).

2. The Parties acknowledge and agree that the CDSS Legal Division must decline or terminate representation on cases as required by the California Rules of Professional Conduct.

IV. <u>Family Evaluation</u>

A. Provision of Family Evaluation Services

1. If identified in Section VII that the County and CDSS agree that the CDSS Adoptions Services Bureau shall provide family evaluation services on behalf of the County, in part or in full, this Section IV provides the terms and conditions of such services.

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2. In conducting the family evaluation services, the CDSS Adoptions Services Bureau shall adhere to the requirements specified the Welfare and Institutions Code section 16519.5 and the RFA WDs sections: Definitions, 3-01; Forms, 3-02; County Reporting Requirements, 4-03; Implementation of Resource Family Approval Program by a County, 4-05; and Family Evaluation, 6-05.

B. The CDSS Adoptions Services Bureau and County agree to coordinate efforts in the following areas:

1. Exchange of information about resource family applicants and keeping each Party informed of general progress in the family evaluations and changes that may affect the evaluation. This exchange may include, but is not limited to, any information (e.g. complaints, concerns, adverse actions) that would reflect the suitability of the prospective resource family.

2. Communication regarding the general progress of the evaluation that may affect the work provided by each Party, including potential inability to complete the evaluation, as needed.

3. Establishing mutually agreed upon timelines for completing the family evaluation.

4. Complying with the applicable laws and the RFA WDs relevant to family evaluations.

5. Providing other appropriate and necessary coordination as needed.

C. Responsibilities of the County

1. The County shall take the following actions:

a. Refer resource family applicants to the appropriate CDSS Adoptions Regional Office for a family evaluation.
b. Provide all necessary documents as they become available to the CDSS Adoptions Regional Office in order to conduct a family evaluation, including, but not limited to, RFA applications, home health and safety assessment, training records health history screening results, personal letters of references, whether criminal record clearances or exemptions were granted or denied, substantiated reports of child abuse and neglect, Department of Motor Vehicles (DMV) records, and employment verifications.

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c. Notify resource family applicants that the County may share confidential information with CDSS to conduct a family evaluation and that CDSS shall perform the family evaluation for the County.

D. Responsibilities of the CDSS

1. The CDSS shall take the following actions:

a. An Adoptions Supervisor shall assign each family evaluation within five (5) business days to a CDSS Adoptions Specialist with a Master's degree in Social Work who may also be a Licensed Clinical Social Worker.
b. Conduct an evaluation of resource family applicants according to the RFA WDs section 6-05: Family Evaluation. Evaluation to be initiated within two weeks of being assigned.
c. Conduct a separate face-to-face interview of all persons living in the home as specified in RFA WDs section 6-05(a)(2).
d. Request approval from the County to refer an applicant for a psychological evaluation, drug and alcohol assessment or testing, counseling, or other services during the evaluation as necessary. Associated costs of the services of the referrals shall be the responsibility of the County and paid by the County outside this Agreement to the applicable service provider.
e. Prepare a written family evaluation that includes an evaluation of the information obtained during a family evaluation of the resource family applicant, including a risk assessment, and recommendations that RFA be approved or denied based on information gathered through the family evaluation.
f. CDSS shall provide the County with the written family evaluation report within sixty (60) days of receipt of the referral for the family evaluation, with priority for completed family evaluations for relatives with emergency placements, unless further information is needed to complete the evaluation.
g. Ensure all records provided to CDSS by the County and all information obtained in order to conduct a family evaluation are kept confidential as specified in RFA WDs section 4-04: Confidentiality.
h. Provide for a copy of the family evaluation file upon request of the County staff responsible for the provision of RFA services.
i. Provide a CDSS Adoptions Specialist to testify as to the family evaluation if the results of a family evaluation are at issue during an administrative hearing.

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j. Absent pending litigation or other good cause identified by CDSS, the Adoptions Regional Office shall retain the records of the family evaluation for ninety (90) days after an evaluation is provided to the County. Thereafter, the family evaluation file shall be securely delivered to the County. The County shall retain the closed evaluation file in accordance with the retention policies of CDSS. Access to a copy of the family evaluation file shall be made available to CDSS (or its agents or representatives) upon request in the event of audit, or as required or permitted by law.
k. For each request, the County shall provide a copy within ten (10) business days, unless the request is identified as urgent. The County shall use it best efforts to provide a copy within the period identified by CDSS for an urgent request.

E. Conflict Resolution

1. The County and the CDSS shall use customary and available problem-solving methods and resources in efforts to resolve differences. Any disagreements or conflicts regarding resource family evaluation services provided by the Parties for a particular individual shall be resolved as follows:

   a. The primary social worker from the County and the CDSS shall meet and confer to resolve differences regarding a particular family evaluation.
   b. If the primary social workers are unable to resolve differences, the County supervisor and the CDSS supervisor and primary social workers shall meet and confer to resolve differences.
   c. If the supervisors and social workers are unable to resolve differences, the County Program Manager and the CDSS Adoptions Regional Office Manager and their respective supervisors and social workers shall meet and confer to resolve differences.
   d. If the differences remain unresolved through the process specified above, the matter shall be referred to the next higher level of management for each of the Parties until the matter is resolved.

F. Conflict of Interest

1. The CDSS Adoptions Regional Office staff conducting family evaluations shall be instructed to avoid a conflict of interest or the appearance of a conflict of interest when rendering services.

2. The CDSS shall direct CDSS Adoptions Specialists to RFA WDs section 4-02(g) to identify any conflict of interest. If there exists an appearance of a conflict of interest or an actual conflict of interest, the Adoptions Specialist

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shall report the conflict to his/her supervisor, who may transfer responsibility for the evaluation to another Adoptions Specialist.

V. Complaint Investigations

A. Agreement to Provide Complaint Investigation Services

1. The County and CDSS agree that the CDSS CCLD shall investigate on behalf of the County all complaint allegations, made against resource families, if these services are identified in Section VII; this Section V provides the terms and conditions agreed upon by the Parties for all such investigations.

2. In conducting complaint investigations, the CCLD Regional Office shall adhere to the requirements specified in RFA WDs sections 3-01, 3-02, 4-03, 4-05, and 9-06A.

B. Coordination of Efforts

The CDSS and County agree to coordinate efforts in the following areas:

1. As necessary, exchange information about each resource family complaint investigation and keep each Party informed of general progress in the complaint investigation and changes that may affect the result. This exchange may include, but is not limited to, any information (e.g. concerns, post complaint events, or adverse actions) relevant to the complaint investigation.

2. As needed, communicate the general progress in the complaint investigation that may affect the work provided by each Party, including potential inability to complete the complaint investigation.

3. Establish mutually agreed upon timelines for providing requested information or responses for actions not specified in the RFA WDs or applicable law.

4. Provide other appropriate and necessary coordination as needed.

C. Complaint Referral to the CCLD

1. After the preliminary review specified in RFA WDs section 9-06A(c), the County shall refer each complaint that requires an investigation to the

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appropriate CCLD Office within one (1) business day following receipt of the complaint as specified in RFA WDs section 4-03(e).

2. The referral must be in writing and include the physical address location of the County's file for the resource family, the contact information of the custodian of the resource family's file, the contact information of the complainant, and detailed information regarding the complaint allegation.

D. Complaint Assignment

1. Upon receipt of the complaint referral, the CCLD Regional Office shall create a file and associated file complaint number in a CCLD database for each resource family complaint investigation.

2. Upon receipt of the referral of the complaint, the CCLD Regional Office shall immediately assign the complaint to staff for investigation.

3. Upon assignment, the assigned CCLD Regional Office staff shall contact the custodian of the resource family file and undertake a process to secure access to the resource family file or a copy of the file.

   a. The County agrees to allow the CCLD Office staff to have access to the resource family's file or to be provided a copy, upon request. If a copy shall be provided electronically, the County is responsible for securely transferring the file to the appropriate CCLD Regional Office staff.

E. File Review and Initial Complaint Investigation

1. Upon receipt of a copy of the resource family's file or access to the file, the CCLD Regional Office staff shall undertake the following:

   a. Review the file for any conflicts of interest in order to comply with the conflict of interest provisions in RFA WDs section 9-06A(o) and (p).
      (1) If a conflict exists or appears to exist, the CCLD Regional Office staff shall immediately report the conflict to his or her supervisor, who may transfer responsibility for the complaint investigation to another staff member.
   b. Review the resource family's file and any related licensing files.

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c. Confirm whether any adverse action against the resource family is currently in process by CDSS or the County, or previously undertaken or concluded by either Party. If such exist, documentation regarding the adverse action shall be made available by the County or other Division of CDSS.
   (1) The additional documentation of any adverse actions shall be reviewed and made a part of the complaint investigation file.

2. Initial Investigation Activities

   a. The CCLD Regional Office staff shall interview the complainant, if known.
   b. Witnesses of the alleged RFA violation may be contacted by the CCLD Regional Office during the initial investigation and throughout the period the complaint investigation remains open.
   c. Any documentation received during the complaint investigation shall be made a part of the complaint investigation file.

F. The Initial 10-Day Visit to the Resource Family Home

1. The CCLD Regional Office staff shall conduct an unannounced visit to the resource family's home within ten (10) calendar days of receipt of the complaint referral, except as specified in RFA WDs section 9-06A(j), (k), and (o).

2. The initial 10-day visit shall be fully documented in the CCLD complaint investigation file.

G. New Allegations

The CCLD Regional Office staff shall immediately report any new allegation(s) disclosed during an investigation to the County.

H. RFA Deficiencies

The CCLD Regional Office staff shall report any known or potential deficiencies unrelated to the complaint to the County so the County RFA staff can take appropriate action in response.

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I. Further Investigation Required

The CCLD Regional Office staff shall notify the County if the complaint investigation cannot be completed within ninety (90) days after the initial 10-day visit because further investigation is required.

J. Complaint Investigation Report

1. The CCLD Regional Office staff shall prepare a written complaint investigation report containing a finding for each allegation as either substantiated, inconclusive, or unfounded.
2. The CCLD Regional Office staff shall forward the written complaint investigation report to the County upon completion.

3. If the County disagrees with the CCLD Regional Office complaint investigation report findings, then it shall contact the CCLD Regional Office to discuss and/or to request additional clarification.

K. Notification to Resource Family and Complainant

1. Upon receipt of the complaint investigation report, the County shall deliver a copy of the complaint investigation report to the resource family.

2. Upon request by the County, the CCLD Regional Office staff responsible for the complaint investigation report shall provide technical assistance.

3. The County shall notify the complainant, if known, of the findings of the complaint investigation.

L. Follow-Up

For substantiated findings, the County RFA staff shall develop a corrective action plan for the resource family to correct identified deficiencies, or may take other action as specified in the RFA WDs. Nevertheless, if a County determines that it is not possible to correct an identified deficiency, then the County shall document the deficiency and may proceed with the necessary administrative action as specified int the RFA WDs.

M. Cross-Reporting Investigation Results

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The County shall report investigation results as specified in applicable law, RFA WDs sections 4-04 and 9-06C, or as required by this Agreement.

N. Records

1. Absent threatened or pending litigation or other good cause identified by CDSS, records related to the complaint investigation shall be held by the CCLD Regional Office for the duration of this Agreement and for three (3) years following the expiration or termination of this Agreement or three (3) years following the end date of the provision of complaint investigation services, whichever first occurs. Thereafter, the records for the complaint investigations specified in this Agreement shall be delivered to the County.

2. Within ten (10) calendar days of the County's written request, the CCLD Regional Office shall provide a copy of any complaint investigation file created pursuant to this Agreement.

O. Reporting Complaints with Investigations Pending

The CCLD Regional Office shall provide to the County monthly written reports of complaint investigations open longer than ninety (90) days and subject to further investigation.

VI. Home Health and Safety Assessment

A. Provision of Home and Health Safety Assessment Services

1. If identified in Section VII that the County and CDSS agree that the CDSS Adoptions Services Bureau shall provide home health and safety assessment services on behalf of the County, in part or in full, this Section VI provides a description of the services and the responsibilities of the Parties.

2. In conducting the home health and safety assessment services as described in the WDs, Article 6, section 6-02: Home Environment Assessment, paragraph (a) (2), the CDSS Adoptions Services Bureau shall adhere to the requirements specified in the Welfare and Institutions Code section 16519.5, the most recently published version of the RFA WDs, and the most recently published version of the Form RFA-03[2]. Resource Family Home Health and Safety Assessment Checklist (hereinafter referred to as Form RFA-03). As

[2] The RFA-03 form includes applicable instructions in the WDs sections 11-01 through 11-16 regarding First Aid supplies including but not limited to provisions regarding self-administering, storing and documenting.

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appropriate CDSS shall refer to the WDs, to complete the Form RFA-03 and provide the required summary.

B. The CDSS Adoptions Services Bureau and the County agree to coordinate efforts in the following areas:

1. Exchange information about resource family applicants and keep each other informed of general progress in the home health and safety assessment and changes that may affect the assessment. This exchange may include, but is not limited to, any information (e.g. complaints, concerns, adverse actions) that would reflect the suitability of the prospective resource family applicant(s).

2. As needed communicate the general progress in the assessment that may affect the work provided by each Party, including facts or circumstances which may delay or prevent the completion of the assessment within sixty (60) days.

3. Establish mutually agreed upon timelines for completing the home health and safety assessment when such cannot be completed within sixty (60) days. Comply with the RFA WDs relevant to home health and safety assessments.

4. Provide other appropriate and necessary coordination as needed.

C. Responsibilities of the County

1. The County shall take the following actions:

   a. Refer resource family applicants to the appropriate CDSS Adoptions Regional Office for a home health and safety assessment.
   b. Timely provide all necessary documents to the CDSS Adoptions Regional Office, using a secure or encrypted format, or a secure file transfer protocol, so that each home health and safety assessment may be completed within sixty (60) days.
   c. Notify resource family applicants that CDSS shall perform the home health and safety assessment for the County.
   d. Conduct the background checks and related activities as described in the RFA WDs, section 6-03A.
   e. For items identified as incomplete in the Home, Health and Safety Assessment provided by CDSS or form RFA 03 the County shall be responsible for verifying completion prior to approval of the resource family.

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D. Responsibilities of the CDSS

1. The CDSS shall take the following actions:

   a. Assign a CDSS Adoptions Specialist with a Master's degree in Social Work who may also be bilingual and/or a Licensed Clinical Social Worker for each home health and safety assessment.
   b. Conduct a home health and safety assessment according to the RFA WDs section 6-02(a)(2) that includes all of the following: A health and safety assessment of the home and grounds, outdoor activity space and storage areas of the applicant's home using form RFA-03: Resource Family Home Health and Safety Assessment Checklist, to determine compliance with certain sections of Article 11 of the WDs and, if applicable, section 11.1-07: Additional Home and Grounds Requirements for Specialized Resource Families.
   c. Prepare a summary of the home health and safety assessment in a written format that includes an evaluation of the information obtained during a home health and safety assessment of the resource family applicant's home and property (e.g. if there are items that needed to be repaired or purchased).
   d. CDSS shall provide the County with the written summary report, that also includes the completed original Form RFA 03, within sixty (60) days of receipt of the referral from the County for the home health and safety assessment.
   e. Ensure all records provided to CDSS by the County and all information obtained in order to conduct a home health and safety assessment are kept confidential as specified in RFA WDs section 4-04: Confidentiality.
   f. Provide for a copy of the home health and safety assessment file upon request of the County staff responsible for the provision of RFA services.
   g. Provide a CDSS Adoptions Specialist to testify in regards to the home health and safety assessment if the results of a home health and safety assessment are at issue during an administrative hearing.
   h. Absent pending litigation or other good cause identified by CDSS, the Adoptions Regional Office shall retain the records of the home health and safety assessment for ninety (90) days after an assessment is provided to the County. Thereafter, the home health and safety assessment file shall be securely delivered to the County. The County shall retain the closed assessment file in accordance with the retention policies set forth in Article 10, section 10-05 of the Written Directives. Access to a copy of the home health and safety assessment section of the resource family file shall be made available to CDSS (or its agents or representatives) upon request in the event of a review or audit, as permitted by law, or as required by court order.

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EXHIBIT A
(Standard Agreement)

E. Conflict Resolution

1. The County and the CDSS shall act in good faith to resolve differences. Any disagreements or conflicts regarding resource family home health and safety assessments and how they are performed shall be resolved as follows:

   a. The primary social worker from the County and the CDSS shall meet and confer to resolve differences regarding home health and safety assessments.
   b. If the primary social workers are unable to resolve differences, the County supervisor and the CDSS supervisor and primary social workers shall meet and confer to resolve differences.
   c. If the supervisors and social workers are unable to resolve differences, the County Program Manager and the CDSS Adoptions Regional Office Manager and their respective supervisors and social workers shall meet and confer to resolve differences. Requests shall be made by written communication such as email to/from the county to/from the relevant CDSS Adoptions Regional Office Manager. Response times between the parties shall be no longer than seven (7) calendar days. Communication may be in person or by telephone. Meetings shall continue until the differences are resolved.
   d. If the differences remain unresolved through the process specified above, the matter shall be referred to the next higher level of management for each of the Parties until the matter is resolved if appropriate.

F. Conflict of Interest

1. The CDSS Adoptions Regional Office staff conducting home health and safety assessments shall be instructed to avoid a conflict of interest or the appearance of a conflict of interest when rendering services.

2. The CDSS shall direct CDSS Adoptions Specialists to RFA WDs section 4-02(g) to identify any conflict of interest. If there exists an appearance of a conflict of interest or an actual conflict of interest, the Adoptions Specialist shall report the conflict to his/her supervisor, who may transfer responsibility for the home health and safety assessment to another Adoptions Specialist.

VII. Identification of Services

The Parties identify that in addition to the services of section III, Legal Consultation and Legal Representation on Appeals, the services described in Section IV, Section V and/or Section VI are a part of this Agreement, if checked below:

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EXHIBIT A
(Standard Agreement)

Section IV, Family Evaluation ☐
Section V, Complaint Investigations ☐
Section VI, Home Health and Safety Assessment ☐

In the event this Agreement expires or is terminated with open evaluations, investigations, assessments, or legal consultations or representation, CDSS may complete such services in accordance with the terms in this Agreement.

VIII. Project Representatives

The Project Representatives during the term of this Agreement shall be:

CDSS

Name:	Meryl Press
Title:	RFA Policy Analyst
Address:	744 P Street, MS 8-13-552 Sacramento, CA 95814
Phone:	(916) 651-9431
Email:	Meryl.Press@dss.ca.gov

County of Monterey

Name:	Rene Kausin
Title:	Management Analyst II
Address:	Monterey County Department of Social Services 1000 South Main Street, Unit 205 Salinas, CA 93901
Phone:	(831) 755-4737
Email:	kausinR@co.monterey.ca.us

Either party may make changes to the Project Representative information by giving ten (10) calendar days written notice to the other Party. Said changes shall not require an amendment to this Agreement.

IX. Authority to Enter into This Agreement

Each Party entering into this Agreement represents the existence of the authority to enter into this Agreement.

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GENERAL TERMS AND CONDITIONS

A. Term

The initial term of this Agreement shall commence on July 1, 2021 and shall terminate on June 30, 2024 (the "**Initial Term**"). This Agreement may be renewed by written amendment on a year-to-year basis for each one-year renewal period, upon its commencement, to constitute part of the "**Term**" for all purposes hereunder.

B. Termination

1. Termination without Cause: Each Party reserves the right to terminate this Agreement at any time and for any reason upon provision of ninety (90) days' advance written notice to the other Party in accordance with paragraph O (Notices).

2. Termination for Cause: Each Party reserves the right to terminate the Agreement for cause. In addition, if either Party defaults under this agreement, the agreement may be terminated by the non-defaulting Party effective upon provision of forty-five (45) days advance written notice of termination provided to the defaulting Party in accordance with paragraph O (Notices).

3. Default Costs: In the event of termination of this Agreement due to a default by either Party, the non-defaulting Party shall not be liable for any costs incurred by the defaulting Party in connection with such termination.

4. Return of Materials: Upon the expiration or earlier termination of this Agreement, each Party shall return to the other Party any and all materials, equipment or documents provided by the other Party in connection with the activities governed by this Agreement within ten (10) business days of written demand therefor.

C. Ineligible for Federal Assistance

This Agreement is void or voidable if the either Party receives reliable information that the other Party has been debarred, suspended, proposed for debarment, excluded or disqualified under the non-procurement common rule, or otherwise declared ineligible from receiving Federal agreements, certain sub-agreements, and certain Federal assistance and benefits.

D. Amendments

This Agreement may be modified, amended, or supplemented only by a written amendment, signed by a Representative from each Party, who has the authority to

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GENERAL TERMS AND CONDITIONS

act on behalf of their respective Party. Each Party is responsible for obtaining the necessary approval(s) before entering into any amendment.

E. Time

1. Time is of the essence for the performance of the services of this Agreement. Each Party shall promptly comply with the terms of this Agreement and in the performance of the activities described in Exhibit A, Sections III, IV, V, and VI. If a Party is unable to comply with a term or requirement of this Agreement, it shall promptly notify the other Party's Project Representative of the inability to comply with the particular requirement or term.

2. Each Party to this Agreement shall devote such time to the performance of the activities described in Exhibit A as may be reasonably necessary for the satisfactory performance of the obligations of this Agreement.

3. The Party failing to meet the timelines described in the services in Exhibit A, Sections III, IV, V and VI of this Agreement shall be responsible for any fees or costs imposed by the applicable law which result due to the other Party.

F. Default

Neither party shall be considered to be in default of this Agreement to the extent the performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.

G. Conflict of Interest

The Parties agree to enforce the requirements of the California Government Code, Section 1090 et seq. and Sections 87100 through 87105 to prevent a public officer or employee, including a subcontractor, from participating in an activity that would constitute a conflict of interest.

H. Nondiscrimination

The Parties shall not discriminate in the employment of persons necessary to perform this Agreement on any legally impermissible basis, including on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

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GENERAL TERMS AND CONDITIONS

1. The Parties represent that each is aware and shall follow: a) Title VII of the Civil Rights Act of 1964, including subsequent amendments (42 U.S.C. § 2000e et seq.); b) the Age Discrimination Act of 1967 (29 U.S.C. § 621 et seq.); c) Title I of the Americans with Disabilities Act of 2008 (42 U.S.C. § 12101 et seq.); and d) the California Fair Employment and Housing Act (California Govt. Code, § 12900 et seq.), including the related regulations commencing at 2 CCR § 11006 et seq.

2. In the provision of services each Party shall be responsible for the actions of its employees, directors or officers so that employees and applicants for employment and any member of the public are free from any unlawful discrimination.

3. The Parties agree to include the non-discrimination and compliance provision of this paragraph in all sub-agreements, if any, to perform services under this Agreement.

I. Change in Statutes or Regulations

If there is a change of statute or regulations, including the Written Directives (WDs), applicable to the performance of this Agreement, both Parties agree to be governed by the new provisions, unless either party gives Notice to terminate pursuant paragraph O of this Agreement or identifies through written correspondence that the changes in law require negotiation of the responsibilities or terms of the Agreement.

J. Assignment

Except as specifically authorized within the Agreement, no rights may be assigned and no duties under this Agreement may be delegated by a Party without the prior written consent of the other, and any attempted assignment or delegation without such consent shall be void. Each successor or assignee of the applicable Party to this Agreement shall be held jointly and severally liable under this Agreement.

K. Responsibility of Project Representatives

All matters concerning the administration of this Agreement, which are within the responsibility of the Parties shall be under the direction of, or shall be submitted to, the respective Project Representative or the party's employee specified, in writing, by the Project Representative. A Party may, in its sole discretion, change its designation of its Project Representative upon providing written notice to the other Party at least ten days prior to such change in accordance with paragraph O (Notices). The Project Representatives for the Parties are specified in the Exhibit A, Page 24, Section VIII.

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GENERAL TERMS AND CONDITIONS

L. Waiver

1. Any waiver shall be memorialized in writing, and signed by the Project Representative of each Party. However, neither Party may waive provision or right in the Agreement that is a required act specified in the WDs.

2. The failure of either Party to enforce any right or provision of this Agreement shall not be construed as a waiver by the other Party of its rights under the agreement and shall not prevent the other Party from subsequently enforcing such right or provision.

M. Cumulative Rights

The rights and remedies of the Parties herein are cumulative and are in addition to any other rights or remedies that the Parties may have at law or in equity.

N. Severability

Should any part, term, portion, or provision of this Agreement be finally decided by a court of competent jurisdiction to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions will be deemed severable and will not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the Agreement which the Parties intended to enter into in the first place.

O. Notices

A notice to the other Party in the administration of this Agreement shall be given to the Party's Project Representative by regular mail, or by email as more particularly specified in this paragraph. Any such notice will be deemed given on:

1. Personal Service: The day the notice is personally delivered to the Party's Project Representative.

2. United States Mail: Five days after the date the notice is deposited in the United States mail, addressed to a Party's Project Representative with first-class postage fully prepaid;

3. Email: On the day the notice is transmitted by email to the email address of the Party's Project Representative as specified in Section VIII, provided an original of such notice is deposited in the United States mail, addressed to the Party's Project Representative, on the same day as the email transmission.

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GENERAL TERMS AND CONDITIONS

P. Compliance with Applicable Laws

The Parties shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the service specified in this Agreement. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Agreement.

Q. Negotiated Agreement

This Agreement was negotiated between the Parties. Neither Party is deemed to be the Party which prepared this Agreement within the meaning of California Civil Code, section 1654.

R. Independent Advice

Each Party represents that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other Party. Each Party also represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such Party willingly foregoes any such consultation.

S. Information Subject to a Business Associate Agreement

The Parties agree to identify for the other Party protected health information in the records that was provided through a business associate agreement of a covered entity, as required by 42 U.S.C 1320d and its implementing regulations at 45 CFR Parts 142, 160, 162, and 164, collectively referred to as the Health Insurance Portability and Accountability Act Privacy Rule.

T. Conflicting Disclosure Laws

The Parties agree to follow the requirements of the law for the disclosure of confidential records. When in doubt as to whether a record in its possession should be disclosed or withheld, each Party agrees to contact its Legal Counsel for direction.

U. Mailing of Confidential Information

The Parties may use the United States Postal Service to deliver records containing personal or confidential information to the other provided that the record(s) are double enveloped with the interior envelope identified as confidential with the name of the recipient of the mail on the interior envelope. Additionally, each shall require

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that the records being delivered shall only be delivered to the addressee with an acknowledgement of receipt. The Party sending the records is responsible for obtaining a copy of the signed receipt and maintaining it.

V. Transporting Records

The Parties agree that all records containing personal or confidential information shall be transported in a secure manner. When using a third party who is not a Party to this Agreement to transport records to the other Party, the Parties each agree to notify the other before sending records to the other containing personal or confidential information, as defined in law. Notice may be provided electronically, but receipt of the message must be confirmed before commencing the transport of the records to the other Party. Additionally, except for personal delivery by a representative of the Parties a bonded courier service shall be used. The records shall be securely double-enveloped or boxed with the interior envelope or box identified as confidential and properly addressed to the intended recipient/employee. Upon delivery, the courier shall obtain a signed acknowledgement of receipt from the entity receiving the documents. The Party sending the records is responsible for obtaining a copy of the signed receipt and maintaining it.

W. Indemnification

1. Claims Arising from Acts or Omissions of the County

   The County hereby agrees to defend and indemnify the CDSS, its agents, officers, and employees (hereinafter collectively referred to as the CDSS), from any claim, action or proceeding against the CDSS arising from the County's negligence in the performance of the services and activities of this Agreement, including omissions to act. At its discretion, the CDSS may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the County of any obligation imposed by this Agreement. The CDSS shall notify the County promptly of any claim, action or proceeding and cooperate fully.

2. Claims Arising from Acts or Omissions of the CDSS

   The CDSS hereby agrees to defend and indemnify the County, its agents, officers, and employees (hereinafter collectively referred to as the County), from any claim, action or proceeding against the County arising from CDSS' negligence in the performance of the services and activities of this Agreement, including omissions to act. At its discretion, the County may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the CDSS of any obligation imposed by this

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GENERAL TERMS AND CONDITIONS

Agreement. The CDSS shall notify the County promptly of any claim action or proceeding and cooperate fully.

X. Relationship of the Parties

The CDSS is acting as a contractor for the delivery of the services; this is not a joint venture agreement between the Parties. It is understood by both Parties that this Agreement does not create an employer-employee relationship between the Parties. Each Party agrees that it shall not enter into agreements or make representations or promises on behalf of the other Party, except as identified in Exhibit A.

Y. Bankruptcy

The Parties shall immediately notify the other in the event that either ceases conducting business in the normal manner or becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business on assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of this state relating to insolvency or protection of the rights of creditors.

Z. Insurance Requirements

The CDSS is a self-insured public entity, which possesses the ability to cover liabilities, including general, professional, motor vehicle, and workers' compensation liabilities arising from or connection with the performance of services under this agreement by CDSS, its employees, officers, or directors. Evidence of self-insurance is provided with Exhibit A, Attachment 3. Evidence of CDSS' self-insurance for liabilities, from the use of motor vehicles includes owned, non-owned, and hired vehicles used by CDSS employees in the performance of services, is provided with Exhibit A, Attachment 4.

AA. Title to Documents; Copyrights

The reports, forms and other materials produced by the CDSS pursuant to this Agreement are the property of the CDSS and shall not be subject to any copyright claimed by the County, its employees, subcontractors or agents. However, the County may use for administrative purposes completed materials developed or produced by the CDSS. Incomplete documents or projects may not be used without the prior written consent of the CDSS. Records, reports, or documents containing personal or confidential information shall not be used for any commercial purpose and shall not be copyrighted by either Party, including the employees, officers, directors, or agents of each Party.

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GENERAL TERMS AND CONDITIONS

BB. Venue

It is agreed by the Parties to this Agreement that, unless expressly waived by CDSS, any action brought to enforce provisions of this Agreement for declaratory relief shall be filed and remain in a court of competent jurisdiction in the County of Sacramento in the State of California.

CC. Controlling Law

The validity, interpretation and performance of this Agreement shall be construed under the laws of the State of California, or when applicable federal law.

DD. Entire Agreement

This Agreement is the entire Agreement of the Parties for the performance of the services described in Exhibit A. There are no understandings or agreements pertaining to this Agreement except as are expressly stated in writing in this Agreement or in any document attached hereto or incorporated by reference. It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, agreements, written, or oral, between the Parties.

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Information Security Requirements

I. Information Security Incidents and/or Breaches

A. **Discovery and Notification of Incidents and/or Breaches**. CDSS shall be responsible for facilitating the Incident and/or Breach response process as described in California Civil Code 1798.29(e), California Civil Code 1798.82(f), and SAM 5340, Incident Management. CDSS shall notify the CDSS Program Contract Manager and the County Information Security and/or Privacy Officer within one working day by telephone call and email upon the discovery of the Incident and/or Breach affecting the security of County Confidential, Sensitive, and/or Personal (CSP) Information if the County CSP was, or is reasonably believed to have been, acquired by an unauthorized person, or there is an intrusion, potential loss, or unauthorized use or disclosure of the County CSP is in violation of the Agreement, this provision, the law, or potential loss of the County CSP that is in violation of this Attachment 2. CDSS shall take:

1. Prompt corrective action to mitigate any risks or damages involved with the Incident and/or Breach and to protect the operating environment;

2. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

B. **Isolation of System or Device.** A system or device, containing County CSP, compromised by an Incident and/or Breach involving an exploitation of a technical vulnerability, shall be promptly disconnected from CDSS' production environment with access to only individuals who are participating in the investigation, mitigation, and remediation of the Incident and/or Breach. Such system or device shall remain disconnected from the production environment until the risk from the exploited vulnerability has been adequately mitigated. The County must be contacted prior to placing the previously compromised system or device, containing County CSP, back in the production environment. The affected system or device, containing County CSP, shall not be returned to operation in the production environment until the County Information Security and/or Privacy Officer gives its approval.

C. **Investigation of Incidents and/or Breaches**. CDSS shall promptly investigate such Incidents and/or Breaches.

D. **Updates on Investigation**. CDSS shall provide regular (at least once a week) email updates on the progress of the Incident and/or Breach investigation to the CDSS Program Contract Manager and the County Information Security and/or Privacy Officer.

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E. **Written Report.** CDSS shall provide a written report of the investigation to the CDSS Program Contract Manager and the County Information Security and/or Privacy Officer within fifteen (15) working days of the discovery of the Incident and/or Breach. To the extent CDSS has such information, the report shall include but not be limited to the following:

1. CDSS point of contact information;

2. Description of what happened, including the date of the Incident and/or Breach and the date of the discovery of the Incident and/or Breach, if known;

3. Description of the types of County CSP that were involved, and the extent of the information involved in the Incident and/or Breach;

4. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed County CSP;

5. A description of where the County CSP is believed to have been improperly transmitted, sent, or utilized;

6. A description of the probable causes of the improper use or disclosure;

7. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered; and

8. Full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the Incident and/or Breach.

F. **Notification of Individuals.** CDSS shall notify individuals of the breach or unauthorized use or disclosure when notification is required under applicable state or federal law as determined by the County. CDSS shall pay any costs of such notifications, as well as any costs associated with the breach. The CDSS Program Contract Manager and the County Information Security and/or Privacy Officer shall promptly approve the time, manner and content of any such notifications, and such approval shall not be unreasonably withheld.

DGS CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Governor Gavin Newsom

July 1, 2021

STATE OF CALIFORNIA
PUBLIC LIABILITY AND WORKERS' COMPENSATION
INSURANCE FISCAL YEAR JULY 1, 2021 / JUNE 30, 2022

Whom It May Concern:

In accordance with Government Code section 11007.4, the State of California has elected to be self-insured for liability exposures Under this form of insurance. the State and its employees acting in the course and scope of their employment are insured for tort liability arising out of official State business. All claims against the State of California based on tort liability should be presented as a government claim to the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento CA 95798-9052(Gov. Code section 900, et. seq.) Internet link: https://www.dgs.ca.gov/ORIM/Services/Page-Content/Office-of-Risk-and-Insurance-Management-Services-List-Folder/File-a-Government-Claim

The State of California has also elected to be insured for its motor vehicle liability exposures through the State Motor Vehicle Liability Self-Insurance Program (VELSIP). This program provides liability coverage arising out of the operations of motor vehicles used by state employees for official state business (California Vehicle Code Sections 17000 and 17001). Motor vehicle liability claims against the State of California should be presented to the Office of Risk and Insurance Management. P.O. Box 989052 MS-403, West Sacramento, CA 95798- 9052, (800) 900-3634, Claims@dgs.ca.gov If your motor vehicle liability claim is not resolved within six months from the date of loss, California law requires you to file a formal claim with the Government Claims Program, P O Box 989052 **MS 414**, West Sacramento , CA 95798-9052(Gov. Code section 900, et. seq.) Internet link: https://www.dgs.ca.gov/ORIM/Services/Page-Content/Office-of-Risk-and-Insurance-Management-Services-List-Folder/File-a-Government-Claim

The State of California has a Master Agreement with the State Compensation Insurance Fund regarding workers' compensation benefits for all state employees, as required by the Labor Code.

Lynan Graf

Associate Risk Analyst
Office of Risk and Insurance Management
Phone : (916) 376-5290
Fax: (916) 376-5275
Lynan.graf@dgs.ca.gov

DGS

Governor Gavin Newsom

June 7, 2021

STATE OF CALIFORNIA AUTOMOBILE LIABILITY / PHYSICAL DAMAGE FISCAL YEAR JULY 1, 2021 / JUNE 30, 2022

To Whom It May Concern:

Please accept this letter as certification that the State of California has elected to be self-insured for liability and physical damage arising out of the ownership, maintenance, and operation of land motor vehicles.

Under this program, the Office of Risk and Insurance Management administers liability claims arising out of the operation of the vehicle. Physical Damage to such vehicle may be reimbursed by the Employing State Agency in accordance with State Administrative Manual (SAM) sections 2420 and 4116.

Sincerely,

Lynan Graf

Lynan Graf
Department of General Services
Associate Risk Analyst
(916) 376-5290
Lynan.Graf@dgs.ca.gov

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EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment

1. The maximum amount payable under this Agreement shall not exceed $0.00. Shown below are the amounts that cannot be exceeded for each of the fiscal year(s):

21/22	$0.00
22/23	$0.00
23/24	$0.00

2. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), County agrees to pay CDSS for said services in accordance with the rates specified below:

   a. Invoicing for Family Evaluations

      i. If Family Evaluations were identified in Exhibit A, Section VII, as part of this Agreement, CDSS shall provide quarterly invoices in arrears for each quarter in which the Family Evaluation services were completed. The quarterly invoices shall include for each completed Family Evaluation the non-federal cost per case rate.

      ii. The CDSS shall track each Family Evaluation and invoice for the non-federal share of $1,683.00 per each Family Evaluation.[1] CDSS shall not invoice for the amount of the services involving the federal funds share. The non-federal share of costs for each fiscal year shall be subject to change based on the applicable federal discount rate for that year.

      iii. The County shall pay CDSS quarterly for the completed Family Evaluations. For payment the County shall draw down funds from the General Fund RFA allocation. Once the total RFA allocation is

[1] The estimated cost to complete each Family Evaluation is $2,305.00. The federal funds share is $622.00.

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EXHIBIT B
(Standard Agreement)

exceeded, the County shall use its Local Revenue Fund (LRF) for subsequent payment(s).

iv. If it is determined by CDSS that the average family evaluation greatly exceeds the estimated hours, CDSS shall provide the documentation regarding the number of hours to the County. For any extension of this Agreement or subsequent agreement for these services the amount paid to CDSS may be increased for the next fiscal year(s).

v. If the Exhibit A identifies that CDSS shall provide only a portion of the County's Family Evaluations, the cost of the Family Evaluation shall be the same as identified in section A, paragraph 2 (a) (ii), above.

b. Invoicing for Complaint Investigations

i. If Complaint Investigations were identified in Exhibit A, Section VII, as part of this Agreement, CDSS shall provide quarterly invoices in arrears for each quarter in which the Complaint Investigations were completed. The quarterly invoices shall include, for each completed complaint investigation, the non-federal cost per case rate.

ii. The CDSS shall track each Complaint Investigation and invoice for the non-federal cost of $1,453.00. [2] CDSS shall not invoice for the amount of the services involving the federal funds share. The non-federal share of costs for each fiscal year shall be subject to change based on the applicable federal discount rate for that year.

iii. The County shall pay CDSS quarterly. For payment the County shall draw down funds from the General Fund RFA allocation. Once the total RFA allocation is exceeded, the County shall use its LRF for subsequent payment(s).

iv. If it is determined by CDSS that the average complaint investigation greatly exceeds the estimated hours, CDSS shall provide the documentation regarding the number of hours to the County. For any extension of this Agreement or subsequent agreement for these

[2] The estimated cost to complete each Complaint Investigation is $1,991.00. The federal funds share is $538.00.

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EXHIBIT B
(Standard Agreement)

services the amount paid to CDSS may be increased for the next fiscal year(s).

v. If the Exhibit A identifies that CDSS shall provide only a portion of the County's Complaint Investigations, the cost of the Complaint Investigation shall be the same as identified in this Exhibit B, section A, paragraph 2 (b)(ii), above.

c. Invoicing for Home Health and Safety Assessments

i. If Home Health and Safety Assessments were identified in Exhibit A, Section VII, as part of this Agreement, CDSS shall provide quarterly invoices in arrears for each quarter in which the Home Health and Safety Assessments services were completed. The quarterly invoices shall include, for each open Home Health and Safety Assessment, the non-federal cost per case rate.

ii. The CDSS shall track each Home Health and Safety Assessment and invoice for the non-federal share of cost of $474.00 per each Home Health and Safety Assessment.[3] CDSS shall not invoice for the amount of the services involving the federal funds share. The non-federal share of costs for each fiscal shall be subject to change based on the applicable federal discount rate for that year.

iii. The County shall pay CDSS quarterly. For Payment the County shall draw down funds from the General Fund RFA allocation. Once the total RFA allocation is exceeded, the County shall use its Local Revenue Fund (LRF) for subsequent payment(s).

iv. If it is determined by CDSS that the average Home Health and Safety Assessment greatly exceeds the estimated hours, CDSS shall provide the documentation regarding the number of hours to the County. For any extension of this Agreement or subsequent agreement for these services the amount paid to CDSS may be increased for the next fiscal year(s).

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[3] The estimated cost to complete each Home, Health and Safety Assessment is $649.00. The federal funds share is $175.00.

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EXHIBIT B
(Standard Agreement)

v. If the Exhibit A identifies that CDSS shall provide only a portion of the County's Home Health and Safety Assessments, the cost of the Home Health and Safety Assessments shall be the same as identified in this Exhibit B, section A, paragraph 2 (c)(ii), above.

3. The County shall be responsible for payment of the contracted services and activities provided by CDSS in accordance with rates above from the following sources and in the following order:

* General Fund Resource Family Approval allocation (if such exists in the State Budget);
* the County's 2011 Realignment LRF; and
* other County funds.

4. Continuation of Services

In the event this Agreement expires or is terminated with open Family Evaluations, Complaint Investigations, Home Health and Safety Assessments or Legal Consultations or Legal Representation on Appeals/SHD and OAH Hearings, CDSS may complete such actions in accordance with the terms of this Agreement; submit invoices as identified in this Exhibit B, withhold a corresponding portion of the RFA Allocation to complete such activities from a current or subsequent fiscal year, and receive payment from the County from its LRF for a current or subsequent fiscal year.

5. Cost Increase

During the term of this Agreement, and as the Budget Act allows, CDSS and the County may approve increases in the service levels for each of the services provided by CDSS and increase the amount that the County shall pay CDSS from the County's General Fund RFA allocation and the LRF.

6. Invoices shall include the Agreement No. 21-5030 and Index Code 2552 and shall be submitted in triplicate or as otherwise requested by the County nor more frequently than quarterly in arrears to:

Monterey County Department of Social Services
1000 South Main Street, Unit 205
Salinas, CA 93901
Attn: Rene Kausin, Management Analyst II

DocuSign Envelope ID: 274686BE-2D5C-4FB5-8818-9D276EA693E6

EXHIBIT B
(Standard Agreement)

7. Should the County receive services in excess of $750,000 in federal assistance, Invoices shall include the CFDA number: 93.658 and the CFDA Program Title: Resource Family Approval.
Any invoices submitted without the above referenced information may be returned to CDSS for reprocessing.

8. For each invoice, the County shall route to the appropriate personnel responsible for the prompt review and payment. For disputed invoices, if any, the County shall specifically identify those services which are in dispute, for which additional information is necessary, in its subsequent correspondence with CDSS.

9. Undisputed invoices shall be paid promptly, and no later than 45 days from receipt of the original invoice. The County shall also pay for those services which are undisputed within 45 days of receipt of the original invoice.

B. State Budget Contingency Clause

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CDSS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CDSS shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

C. For Contracts with Federal Funds

1. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the term of this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the

DocuSign Envelope ID: 274686BE-2D5C-4FB5-8818-9D276EA693E6

EXHIBIT B
(Standard Agreement)

Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.

3. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

4. CDSS, at its option, may terminate this Agreement upon 30-days notice, or to amend the Agreement to reflect any reduction in Federal funds.

D. Review

Each party reserves the right to review service levels and billing procedures as they impact charges against this Agreement.

Introduced: 9/29/2021 **Current Status:** General Government - Consent

Version: 1 **Matter Type:** General Agenda Item

a. Revise the date for employee certification of COVID-19 vaccination status compliance to October 15, 2021;
b. Revise the date for vaccine compliance (excluding employees under State Mandate) to October 31, 2021;
c. Revise the indoor face covering requirement to allow fully vaccinated employees and members of the public who show proof of vaccination to not be required to wear a face covering in a County facility office or meeting room if all other individuals are fully vaccinated;
d. Direct the Director of Human Resources to implement changes in the Monterey County Emergency Response Manual and COVID-19 Prevention Program.

RECOMMENDATION:
It is recommended that the Board of Supervisors take the following actions:

a. Revise the date for employee certification of COVID-19 vaccination status compliance to October 15, 2021;
b. Revise the date for vaccine compliance (excluding employees under State Mandate) to October 31, 2021;
c. Revise the indoor face covering requirement to allow fully vaccinated employees and members of the public who show proof of vaccination to not be required to wear a face covering in a County facility office or meeting room if all other individuals are fully vaccinated;
d. Direct the Director of Human Resources to implement changes in the Monterey County Emergency Response Manual and COVID-19 Prevention Program.

SUMMARY/DISCUSSION:
The Human Resources Department and the County Administrative Officer are seeking authority to amend the Monterey County Emergency Response Manual and COVID-19 Prevention Program for the following items:

- Revise the compliance date for employee certification of COVID-19 vaccination status.
- Revise the compliance date for employee COVID-19 vaccination requirement.
- Allow fully vaccinated employees and members of the public who show proof of vaccination to not be required to wear a face covering in a County facility office or meeting room if all other individuals are fully vaccinated.

The extension of the compliance date for employee COVID-19 vaccination requirement will not apply

to employees who fall under the State Health Officer's Order at the Health Department, Natividad, Office of the Sheriff-Coroner, and the Probation Department.

Employees who have yet to complete their COVID-19 vaccination certification status will be granted an extension until October 15, 2021. Unless granted an authorized medical or religious exemption request, all employees or impacted persons must comply with the requirement to have the final dose of the COVID-19 vaccination no later than October 31, 2021. Employees with approved medical or religious exemption requests will be required to submit to weekly COVID-19 testing (or twice weekly for Natividad Hospital personnel), and to wear appropriate Personal Protective Equipment (PPE).

To be consistent with the California Department of Public Health guidelines, the Director of Human Resources and County Administrative Officer are seeking direction to amend the Monterey County Emergency Response Manual and COVID-19 Prevention Program, to add an exception to the face covering requirement to allow fully vaccinated employees and members of the public showing proof of vaccination to not be required to wear a face covering in a County facility office or meeting room if all other individuals are fully vaccinated. However, the face covering requirement applies to employees and members of the public at all times in open space areas.

OTHER AGENCY INVOLVEMENT:
The County Administrative Office and Office of the County Counsel were consulted on this report.

FINANCING:
There is no cost associated with these actions.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The recommended action addresses the Board of Supervisors' Administration Strategic Initiative and demonstrates the County's commitment to meeting the Board's initiatives by attracting, recruiting, and retaining a diverse, talented work force that supports the mission of Monterey County.
___ Economic Development
_X_ Administration
___ Health and Human Services
___ Infrastructure
___ Public Safety

Prepared By: Wendell Sells, Management Analyst III, 796-6066
Approved By: Irma Ramirez-Bough, Director of Human Resources, 755-5043

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Monterey County

Item No.

Board Report

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

Legistar File Number: 21-836

October 05, 2021

Introduced: 9/29/2021 **Current Status:** Agenda Ready
Version: 1 **Matter Type:** General Agenda Item

a. Revise the date for employee certification of COVID-19 vaccination status compliance to October 15, 2021;
b. Revise the date for vaccine compliance (excluding employees under State Mandate) to October 31, 2021;
c. Revise the indoor face covering requirement to allow fully vaccinated employees and members of the public who show proof of vaccination to not be required to wear a face covering in a County facility office or meeting room if all other individuals are fully vaccinated;
d. Direct the Director of Human Resources to implement changes in the Monterey County Emergency Response Manual and COVID-19 Prevention Program.

RECOMMENDATION:
It is recommended that the Board of Supervisors take the following actions:

a. Revise the date for employee certification of COVID-19 vaccination status compliance to October 15, 2021;
b. Revise the date for vaccine compliance (excluding employees under State Mandate) to October 31, 2021;
c. Revise the indoor face covering requirement to allow fully vaccinated employees and members of the public who show proof of vaccination to not be required to wear a face covering in a County facility office or meeting room if all other individuals are fully vaccinated;
d. Direct the Director of Human Resources to implement changes in the Monterey County Emergency Response Manual and COVID-19 Prevention Program.

SUMMARY/DISCUSSION:
The Human Resources Department and the County Administrative Officer are seeking authority to amend the Monterey County Emergency Response Manual and COVID-19 Prevention Program for the following items:

- Revise the compliance date for employee certification of COVID-19 vaccination status.
- Revise the compliance date for employee COVID-19 vaccination requirement.
- Allow fully vaccinated employees and members of the public who show proof of vaccination to not be required to wear a face covering in a County facility office or meeting room if all other individuals are fully vaccinated.

The extension of the compliance date for employee COVID-19 vaccination requirement will not apply to employees who fall under the State Health Officer's Order at the Health Department, Natividad, Office of the Sheriff-Coroner, and the Probation Department.

DocuSign Envelope ID: C89D5996-A345-4E4E-A6D8-31B5C5778129

Employees who have yet to complete their COVID-19 vaccination certification status will be granted an extension until October 15, 2021. Unless granted an authorized medical or religious exemption request, all employees or impacted persons must comply with the requirement to have the final dose of the COVID-19 vaccination no later than October 31, 2021. Employees with approved medical or religious exemption requests will be required to submit to weekly COVID-19 testing (or twice weekly for Natividad Hospital personnel), and to wear appropriate Personal Protective Equipment (PPE).

To be consistent with the California Department of Public Health guidelines, the Director of Human Resources and County Administrative Officer are seeking direction to amend the Monterey County Emergency Response Manual and COVID-19 Prevention Program, to add an exception to the face covering requirement to allow fully vaccinated employees and members of the public showing proof of vaccination to not be required to wear a face covering in a County facility office or meeting room if all other individuals are fully vaccinated. However, the face covering requirement applies to employees and members of the public at all times in open space areas.

OTHER AGENCY INVOLVEMENT:
The County Administrative Office and Office of the County Counsel were consulted on this report.

FINANCING:
There is no cost associated with these actions.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The recommended action addresses the Board of Supervisors' Administration Strategic Initiative and demonstrates the County's commitment to meeting the Board's initiatives by attracting, recruiting, and retaining a diverse, talented work force that supports the mission of Monterey County.

____ Economic Development
_X_ Administration
____ Health and Human Services
____ Infrastructure
____ Public Safety

Prepared By: Wendell Sells, Management Analyst III, 796-6066 DocuSigned by: Wendell Sells 8449BE4EF21143B...
Approved By: Irma Ramirez-Bough, Director of Human Resources, 755-5043 DocuSigned by: Irma Ramirez-Bough A7F557420537420...

Monterey County

Board Report

Legistar File Number: RES 21-175

Item No.18

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

October 05, 2021

Introduced: 9/29/2021

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 to modify Section A.21.4.1 to reflect the County's maximum contributions for medical insurance for Units O, XL, and Y;
b. Direct the Human Resources Department to incorporate the changes in the Personnel Policies and Practices Resolution No.98-394;
c. Direct the Human Resources Department and Auditor-Controller's Office to implement the changes in the Advantage HRM/Payroll system.

RECOMMENDATION:
It is recommended that the Board of Supervisors take the following actions:
Adopt a resolution to:

a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 to modify Section A.21.4.1 to reflect the County's maximum contributions for medical insurance for Units O, XL, and Y;
b. Direct the Human Resources Department to incorporate the changes in the Personnel Policies and Practices Resolution No.98-394;
c. Direct the Human Resources Department and Auditor-Controller's Office to implement the changes in the Advantage HRM/Payroll system.

SUMMARY/DISCUSSION:
The County acknowledges the importance of healthcare and continues to provide affordable, quality healthcare plans to employees while also maintaining fiscal responsibility. In an effort to provide consistent and equitable health care to County employees, the Human Resources Department recommends amending the PPPR to update and establish new County contributions for unrepresented employees in Units O, XL, and Y (see attachment A) to the same value as proposed to supervisory employees in Service Employee International Union (SEIU) Local 521 bargaining unit F. The proposed amendment would establish the following County contributions (see attachment B):

- Set County contribution amounts for employees in Units O, XL, and Y who elect CalPERS Platinum as follows:
  - $980.01 employee only
  - $1,904.02 employee + one
  - $2,499.23 employee + family
- Set County contribution amounts for employees in Units O, XL, and Y who elect all other

CalPERS health plans as follows:
  - $792.84 employee only
  - $1,667.68 employee + one
  - $2,190.18 employee + family
- Maintain existing cashback provision

The County is committed to continue to provide affordable and quality healthcare to employees in a sustainable and equitable manner. For these reasons, it is recommended that the Board of Supervisors approve the amendment to the Personnel Policies and Practices Resolution.

OTHER AGENCY INVOLVEMENT:
The Human Resources Department has consulted with the County Administrative Office and the Offices of the County Counsel and Auditor-Controller in the modification of the PPPR language.

FINANCING:
The costs associated with the benefit changes should have minimal impact on the current FY budget.

It is the intent that the impacted departments/agency will absorb the increases within existing appropriations and, if necessary, budget augmentations will be brought forward for consideration in the latter part of the fiscal year.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The recommended action addresses the Board of Supervisors' Administration Strategic Initiative and demonstrates the County's commitment to meeting the Board's initiatives by attracting, recruiting, and retaining a diverse, talented work force that supports the mission of Monterey County.

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

Prepared By: Wendell Sells, Management Analyst III, 796-6066
Approved By: Irma Ramirez-Bough, Director of Human Resources, 755-5043

Attachments:
A - PPPR Section A.21.4.1 - Redline Version
B - PPPR Section A.21.4.1 - Clean Version
C - 2022 Health Plan Contributions for Unrepresented Units O, XL, & Y
D - Resolution

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Monterey County

Item No.16

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

Board Report

Legistar File Number: RES 21-175

October 05, 2021

Introduced: 9/29/2021

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 to modify Section A.21.4.1 to reflect the County's maximum contributions for medical insurance for Units O, XL, and Y;
b. Direct the Human Resources Department to incorporate the changes in the Personnel Policies and Practices Resolution No.98-394;
c. Direct the Human Resources Department and Auditor-Controller's Office to implement the changes in the Advantage HRM/Payroll system.

RECOMMENDATION:
It is recommended that the Board of Supervisors take the following actions:
Adopt a resolution to:

a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 to modify Section A.21.4.1 to reflect the County's maximum contributions for medical insurance for Units O, XL, and Y;
b. Direct the Human Resources Department to incorporate the changes in the Personnel Policies and Practices Resolution No.98-394;
c. Direct the Human Resources Department and Auditor-Controller's Office to implement the changes in the Advantage HRM/Payroll system.

SUMMARY/DISCUSSION:
The County acknowledges the importance of healthcare and continues to provide affordable, quality healthcare plans to employees while also maintaining fiscal responsibility. In an effort to provide consistent and equitable health care to County employees, the Human Resources Department recommends amending the PPPR to update and establish new County contributions for unrepresented employees in Units O, XL, and Y (see attachment A) to the same value as proposed to supervisory employees in Service Employee International Union (SEIU) Local 521 bargaining unit F. The proposed amendment would establish the following County contributions (see attachment B):

- Set County contribution amounts for employees in Units O, XL, and Y who elect CalPERS Platinum as follows:
  - $980.01 employee only
  - $1,904.02 employee + one
  - $2,499.23 employee + family
- Set County contribution amounts for employees in Units O, XL, and Y who elect all other CalPERS health plans as follows:
  - $792.84 employee only
  - $1,667.68 employee + one

DocuSign Envelope ID: E3583136-7722-4DE3-9D65-E8300D1B2852

- $2,190.18 employee + family
- Maintain existing cashback provision

The County is committed to continue to provide affordable and quality healthcare to employees in a sustainable and equitable manner. For these reasons, it is recommended that the Board of Supervisors approve the amendment to the Personnel Policies and Practices Resolution.

OTHER AGENCY INVOLVEMENT:
The Human Resources Department has consulted with the County Administrative Office and the Offices of the County Counsel and Auditor-Controller in the modification of the PPPR language.

FINANCING:
The costs associated with the benefit changes should have minimal impact on the current FY budget.

It is the intent that the impacted departments/agency will absorb the increases within existing appropriations and, if necessary, budget augmentations will be brought forward for consideration in the latter part of the fiscal year.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The recommended action addresses the Board of Supervisors' Administration Strategic Initiative and demonstrates the County's commitment to meeting the Board's initiatives by attracting, recruiting, and retaining a diverse, talented work force that supports the mission of Monterey County.

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

Prepared By: Wendell Sells, Management Analyst III, 796-6066 DocuSigned by: Wendell Sells 8449BE4EF21143B...
Approved By: Irma Ramirez-Bough, Director of Human Resources, 755-5043 DocuSigned by: Irma Ramirez-Bough A7F557420537420...

Attachments:
A - PPPR Section A.21.4.1 - Redline Version
B - PPPR Section A.21.4.1 - Clean Version
C - 2022 Health Plan Contributions for Unrepresented Units O, XL, & Y
D - Resolution

ATTACHMENT A

Redline

A.21.4.1Cafeteria Flexible Benefits Plan – unrepresented units (e.g., O, X, XL and Y)

A. General Provisions

The County will make available a Cafeteria Flexible Benefits Plan to all permanent or Limited Term employees. Permanent or Limited Term employees may elect from the following optional benefits:

- Employee medical coverage under CalPERS.
- Dependent medical coverage under CalPERS.
- No medical coverage
- Employee dental coverage under the County's self-funded plan or a successor plan
- Dependent dental coverage under the County's self-funded plan or a successor plan
- No dental coverage
- Employee vision coverage under the County's self-funded plan or a successor plan
- Dependent vision coverage under the County's self-funded plan or a successor plan
- No vision coverage
- Any other eligible optional benefits which may be made available by the County through the Cafeteria Flexible Benefits Plan.

Additional Payroll Deduction

For each month when the benefit options selected by the employee under this plan exceed the appropriate County contributions for that employee, that employee shall pay by pre-tax payroll deduction the full cost (100%) which exceeds the County's contributions for that employee.

Cafeteria Flexible Benefits Plan Administration

The provisions, rules and regulations governing the administration of the Cafeteria Flexible Benefits Plan are contained in the Cafeteria Flexible Benefits Plan document. Changes may be required from time to time to maintain the integrity of this Cafeteria flexible benefits plan as a lawful IRC Section 125 plan. The

County shall have discretion to make such changes to ensure this plan is eligible for favorable treatment under the Internal Revenue Code. The County may add or remove benefit options to or from this plan. Removal of a benefit shall occur only if the benefit is deemed contrary to public law or regulation governing IRC Section 125 benefit plans, is no longer available by vendor, or becomes insolvent.

B. County CalPERS Required Contributions

The County CalPERS required contributions (PEMHCA Minimum) toward the Cafeteria Flexible Benefits Plan will be as indicated below.

The County shall not contribute any CalPERS required contribution toward the employee's purchase of any other optional benefits which may be provided by the County through the Cafeteria Flexible Benefits Plan.

Employees shall not have the option of using the CalPERS required contributions for any other purpose other than for purchasing employee health. CalPERS required contributions not used to purchase employee health will be forfeited.

Health Insurance Contribution

The County's CalPERS required contribution to the Cafeteria Flexible Benefits Plan for health insurance coverage will be provided as directed by CalPERS.

Dental Insurance Contribution

The County's maximum contribution to the Cafeteria Flexible Benefits Plan for dental coverage will be equal to the cost of the employee only premium monthly for all eligible permanent employees or Limited Term. Should the dental (employee only premium) contribution/premium increase, the County may pay the increase. Should the County's contribution/ premium for dental (employee only premium) decrease, the County shall retain the savings from the decrease.

Vision Insurance Contribution

The County's maximum contribution to the Cafeteria Flexible Benefits Plan for vision coverage will be equal to the cost of the employee only premium monthly for all eligible permanent employees or Limited Term. Should the vision (employee only premium) contribution/premium increase, the County may pay the

increase. Should the County's contribution/ premium for vision (employee only premium) decrease, the County shall retain the savings from the decrease.

C. County Maximum Contributions

The County maximum monthly contributions are as follows:

Unit X – All CalPERS Health Plans

Medical Enrollment	Full-Time Permanent	Part-Time* Permanent
Employee Only	$1,160.00	$580.00
Employee Plus One Dep.	$1,782.00	$891.00
Employee Plus Family	$2,190.00	$1,095.00

Units O, XL, and Y - CalPERS Platinum Health Plan

Medical Enrollment	Full-Time Permanent	Part-Time* Permanent
Employee Only	$980.01	$490.01
Employee Plus One Dep.	$1,904.02	$952.01
Employee Plus Family	$2,499.23	$1,249.62

Units O, XL, and Y - All other CalPERS Health Plans

Medical Enrollment	Full-Time Permanent	Part-Time* Permanent
Employee Only	$792.84	$396.42
Employee Plus One Dep.	$1,667.68	$833.84
Employee Plus Family	$2,190.18	$1,095.09

*Part-time defined as scheduled to work a minimum of 40 (forty hours), but less than 64 (sixty-four) hours per pay period.

The County's contribution above may be applied toward medical, dental and/or vision coverage for the employee and dependents.

Any future increases in health insurance premiums that exceed the County's contribution will be paid by the employee through salary deduction.

Any balance of the County's contribution remaining after the employee selects health insurance may be utilized, at the employee's discretion, toward the purchase of dependent dental and/or dependent vision insurance. The use of any County contributions toward the purchase of the benefits stated above is subject to the employee first selecting employee health insurance coverage under CalPERS.

Elective Contribution Payout

For each month that the County's elective contribution is not used by an employee to obtain benefit options under this plan, the full amount of funds not utilized shall be paid out, provided the employee has purchased at least individual only health insurance through CalPERS.

Amended 12/9/03; 02-096
Amended 12/5/06; 06-021
Amended 7/27/10; 10-234
Amended 7/20/21; 21-212
Amended 10/5/21; 21-xxx

ATTACHMENT B

Clean

A.21.4.1Cafeteria Flexible Benefits Plan – unrepresented units (e.g., O, X, XL and Y)

A. General Provisions

The County will make available a Cafeteria Flexible Benefits Plan to all permanent or Limited Term employees. Permanent or Limited Term employees may elect from the following optional benefits:

- Employee medical coverage under CalPERS.
- Dependent medical coverage under CalPERS.
- No medical coverage
- Employee dental coverage under the County's self-funded plan or a successor plan
- Dependent dental coverage under the County's self-funded plan or a successor plan
- No dental coverage
- Employee vision coverage under the County's self-funded plan or a successor plan
- Dependent vision coverage under the County's self-funded plan or a successor plan
- No vision coverage
- Any other eligible optional benefits which may be made available by the County through the Cafeteria Flexible Benefits Plan.

Additional Payroll Deduction

For each month when the benefit options selected by the employee under this plan exceed the appropriate County contributions for that employee, that employee shall pay by pre-tax payroll deduction the full cost (100%) which exceeds the County's contributions for that employee.

Cafeteria Flexible Benefits Plan Administration

The provisions, rules and regulations governing the administration of the Cafeteria Flexible Benefits Plan are contained in the Cafeteria Flexible Benefits Plan document. Changes may be required from time to time to maintain the integrity of this Cafeteria flexible benefits plan as a lawful IRC Section 125 plan. The

County shall have discretion to make such changes to ensure this plan is eligible for favorable treatment under the Internal Revenue Code. The County may add or remove benefit options to or from this plan. Removal of a benefit shall occur only if the benefit is deemed contrary to public law or regulation governing IRC Section 125 benefit plans, is no longer available by vendor, or becomes insolvent.

B. County CalPERS Required Contributions

The County CalPERS required contributions (PEMHCA Minimum) toward the Cafeteria Flexible Benefits Plan will be as indicated below.

The County shall not contribute any CalPERS required contribution toward the employee's purchase of any other optional benefits which may be provided by the County through the Cafeteria Flexible Benefits Plan.

Employees shall not have the option of using the CalPERS required contributions for any other purpose other than for purchasing employee health. CalPERS required contributions not used to purchase employee health will be forfeited.

Health Insurance Contribution

The County's CalPERS required contribution to the Cafeteria Flexible Benefits Plan for health insurance coverage will be provided as directed by CalPERS.

Dental Insurance Contribution

The County's maximum contribution to the Cafeteria Flexible Benefits Plan for dental coverage will be equal to the cost of the employee only premium monthly for all eligible permanent employees or Limited Term. Should the dental (employee only premium) contribution/premium increase, the County may pay the increase. Should the County's contribution/ premium for dental (employee only premium) decrease, the County shall retain the savings from the decrease.

Vision Insurance Contribution

The County's maximum contribution to the Cafeteria Flexible Benefits Plan for vision coverage will be equal to the cost of the employee only premium monthly for all eligible permanent employees or Limited Term. Should the vision (employee only premium) contribution/premium increase, the County may pay the

increase. Should the County's contribution/ premium for vision (employee only premium) decrease, the County shall retain the savings from the decrease.

C. County Maximum Contributions

The County maximum monthly contributions are as follows:

Unit X – All CalPERS Health Plans

Medical Enrollment	Full-Time Permanent	Part-Time* Permanent
Employee Only	$1,160.00	$580.00
Employee Plus One Dep.	$1,782.00	$891.00
Employee Plus Family	$2,190.00	$1,095.00

Units O, XL, and Y - CalPERS Platinum Health Plan

Medical Enrollment	Full-Time Permanent	Part-Time* Permanent
Employee Only	$980.01	$490.01
Employee Plus One Dep.	$1,904.02	$952.01
Employee Plus Family	$2,499.23	$1,249.62

Units O, XL, and Y - All other CalPERS Health Plans

Medical Enrollment	Full-Time Permanent	Part-Time* Permanent
Employee Only	$792.84	$396.42
Employee Plus One Dep.	$1,667.68	$833.84
Employee Plus Family	$2,190.18	$1,095.09

*Part-time defined as scheduled to work a minimum of 40 (forty hours), but less than 64 (sixty-four) hours per pay period.

The County's contribution above may be applied toward medical, dental and/or vision coverage for the employee and dependents.

Any future increases in health insurance premiums that exceed the County's contribution will be paid by the employee through salary deduction.

Any balance of the County's contribution remaining after the employee selects health insurance may be utilized, at the employee's discretion, toward the purchase of dependent dental and/or dependent vision insurance. The use of any County contributions toward the purchase of the benefits stated above is subject to the employee first selecting employee health insurance coverage under CalPERS.

Elective Contribution Payout

For each month that the County's elective contribution is not used by an employee to obtain benefit options under this plan, the full amount of funds not utilized shall be paid out, provided the employee has purchased at least individual only health insurance through CalPERS.

Amended 12/9/03; 02-096
Amended 12/5/06; 06-021
Amended 7/27/10; 10-234
Amended 7/20/21; 21-212
Amended 10/5/21; 21-xxx

Attachment C – Two Tier Contributions
Health Plan Contributions for Unrepresented Units O, XL & Y

Full-Time		2022 CalPERS Premiums	CalPERS Required Contribution	Subtotal	Employer Cafeteria Plan Contribution	2022 Employee Contribution			
						Medical	Dental	Vision	Total Cost/Cashback
PERS Platinum									
	EE Only	$1,057.01	$149.00	$908.01	$908.01	$0.00	$0.00	$0.00	**$0.00**
	EE + 1	$2,114.02	$149.00	$1,965.02	$1,904.02	$61.00	$35.02	$4.01	**$100.03**
	EE + Fam	$2,748.23	$149.00	$2,599.23	$2,499.23	$100.00	$86.04	$12.57	**$198.61**
PERS Gold									
	EE Only	$701.23	$149.00	$552.23	$792.84	$(240.61)	$0.00	$0.00	**$(240.61)**
	EE + 1	$1,402.46	$149.00	$1,253.46	$1,667.68	$(414.22)	$35.02	$4.01	**$(375.19)**
	EE + Fam	$1,823.20	$149.00	$1,674.20	$2,190.18	$(515.98)	$86.04	$12.57	**$(417.37)**

*Part-time defined as scheduled to work a minimum of 40 (forty hours), but less than 64 (sixty-four) hours per pay period. ** Dollar amounts in parenthesis represent a cashback to the employee which is first used to pay for any applicable dependent dental and vision cost with the remainder cashed out to the employees.

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

Resolution No.: -----

PPPR Control No. 21-021
HRM Control No. 21-019

a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 to modify Section A.21.4.1 to reflect the County's maximum contributions for medical insurance for Units O, XL, and Y;
b. Direct the Human Resources Department to incorporate the changes in the Personnel Policies and Practices Resolution No.98-394;
c. Direct the Human Resources Department and Auditor-Controller's Office to implement the changes in the Advantage HRM/Payroll system.

WHEREAS, the Director of Human Resources proposed to modify Section A.21.4.1 to reflect the County's updated maximum contributions for medical insurance for units O, XL, and Y to the same value as proposed to supervisory employees in Service Employee International Union (SEIU) Local 521 bargaining unit F; and

WHEREAS, these actions require the Personnel Policies and Practices Resolution No. 98-394 to be amended; NOW, THEREFORE,

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

1. Section A.21.4.1 of the Personnel Policies and Practices Resolution (PPPR) No. 98-394 are amended as indicated below:

   A.21.4.1 Cafeteria Flexible Benefits Plan – unrepresented units (e.g., O, X, XL and Y)

   A. General Provisions

   The County will make available a Cafeteria Flexible Benefits Plan to all permanent or Limited Term employees. Permanent or Limited Term employees may elect from the following optional benefits:

   - Employee medical coverage under CalPERS.
   - Dependent medical coverage under CalPERS.
   - No medical coverage
   - Employee dental coverage under the County's self-funded plan or a successor plan
   - Dependent dental coverage under the County's self-funded plan or a successor plan
   - No dental coverage
   - Employee vision coverage under the County's self-funded plan or a successor plan
   - Dependent vision coverage under the County's self-funded plan or a successor plan
   - No vision coverage

- Any other eligible optional benefits which may be made available by the County through the Cafeteria Flexible Benefits Plan.

Additional Payroll Deduction

For each month when the benefit options selected by the employee under this plan exceed the appropriate County contributions for that employee, that employee shall pay by pre-tax payroll deduction the full cost (100%) which exceeds the County's contributions for that employee.

Cafeteria Flexible Benefits Plan Administration

The provisions, rules and regulations governing the administration of the Cafeteria Flexible Benefits Plan are contained in the Cafeteria Flexible Benefits Plan document. Changes may be required from time to time to maintain the integrity of this Cafeteria flexible benefits plan as a lawful IRC Section 125 plan. The County shall have discretion to make such changes to ensure this plan is eligible for favorable treatment under the Internal Revenue Code. The County may add or remove benefit options to or from this plan. Removal of a benefit shall occur only if the benefit is deemed contrary to public law or regulation governing IRC Section 125 benefit plans, is no longer available by vendor, or becomes insolvent.

B. County CalPERS Required Contributions

The County CalPERS required contributions (PEMHCA Minimum) toward the Cafeteria Flexible Benefits Plan will be as indicated below.

The County shall not contribute any CalPERS required contribution toward the employee's purchase of any other optional benefits which may be provided by the County through the Cafeteria Flexible Benefits Plan.

Employees shall not have the option of using the CalPERS required contributions for any other purpose other than for purchasing employee health. CalPERS required contributions not used to purchase employee health will be forfeited.

Health Insurance Contribution

The County's CalPERS required contribution to the Cafeteria Flexible Benefits Plan for health insurance coverage will be provided as directed by CalPERS.

Dental Insurance Contribution

The County's maximum contribution to the Cafeteria Flexible Benefits Plan for dental coverage will be equal to the cost of the employee only premium monthly for all eligible permanent employees or Limited Term. Should the dental (employee only premium) contribution/premium increase, the County may pay the increase. Should the County's contribution/ premium for dental (employee only premium) decrease, the County shall retain the savings from the decrease.

Vision Insurance Contribution

The County's maximum contribution to the Cafeteria Flexible Benefits Plan for vision coverage will be equal to the cost of the employee only premium monthly for all eligible permanent employees or Limited Term. Should the vision (employee only premium) contribution/premium increase, the County may pay the increase. Should the County's contribution/ premium for vision (employee only premium) decrease, the County shall retain the savings from the decrease.

C. County Maximum Contributions

The County maximum monthly contributions are as follows:

Unit X – All CalPERS Health Plans

Medical Enrollment	Full-Time Permanent	Part-Time* Permanent
Employee Only	$1,160.00	$580.00
Employee Plus One Dep.	$1,782.00	$891.00
Employee Plus Family	$2,190.00	$1,095.00

Units O, XL, and Y - CalPERS Platinum Health Plan

Medical Enrollment	Full-Time Permanent	Part-Time* Permanent
Employee Only	$980.01	$490.01
Employee Plus One Dep.	$1,904.02	$952.01
Employee Plus Family	$2,499.23	$1,249.62

Units O, XL, and Y - All other CalPERS Health Plans

Medical Enrollment	Full-Time Permanent	Part-Time* Permanent
Employee Only	$792.84	$396.42
Employee Plus One Dep.	$1,667.68	$833.84
Employee Plus Family	$2,190.18	$1,095.09

*Part-time defined as scheduled to work a minimum of 40 (forty hours), but less than 64 (sixty-four) hours per pay period.

The County's contribution above may be applied toward medical, dental and/or vision coverage for the employee and dependents. Any future increases in health insurance premiums that exceed the County's contribution will be paid by the employee through salary deduction.

Any balance of the County's contribution remaining after the employee selects health insurance may be utilized, at the employee's discretion, toward the purchase of dependent dental and/or dependent vision insurance. The use of any County contributions toward the purchase of the benefits stated above is subject to the employee first selecting employee health insurance coverage under CalPERS.

2. Section A.11.1.2 Increases within Salary Range of the Personnel Policies and Practices Resolution (PPPR) No. 98-394 is amended as indicated below:

A.1.11.2 Increases within Salary Range

Effective January 1, 2022, an employee will be eligible for advancement to the next higher step in the salary range of his/her classification upon completion of each year of continuous service in his/her classification in a full-time permanently authorized position and shall be granted based on satisfactory performance. The date of eligibility for advancement of a Unit Y employee to a higher step shall be determined by the time served since the employee's most recent date of appointment to his/her current step.

The step advancement shall be effective at the beginning of the pay period within which the employee becomes eligible for the step advancement. If the County Administrative Officer determines that an employee failed to receive a step advancement on the date on which he/she was otherwise eligible due to administrative or clerical error, the Auditor-Controller is authorized and directed to pay the employee the amount he/she would have received if the error had not been made. An employee in a broad-banded classification shall not be eligible for regularly scheduled step increases. Rather, the salary of such an employee shall be adjusted upward or downward in the broad range subject to the discretion of the appointing authority based on performance and/or market factors of the applicable survey classification.

3. The Human Resources Department is directed to incorporate the changes in the Personnel Policies and Practices Resolution No. 98-394.

4. The Human Resources Department and Auditor-Controller's Office are directed to implement the changes in the Advantage HRM/Payroll 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 Minute Book _____, on _____.

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

By_____
, Deputy

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

Version: 1 **Matter Type:** General Agenda Item

a. Authorize the Auditor-Controller to pay Employnet Workforce Solutions ("Employnet") $3,569.60 for specified invoices charging County of Monterey ("County") for hours worked by an Employnet temporary worker assigned in Fiscal Year 2020-2021 to the Public Defender's Office to ensure adequate staffing levels during the COVID-19 Pandemic, which hours were in excess of the 720 hour limitation set forth in the County's now expired agreement with Employnet under RFP 10495 ("Employnet Agreement"); and
b. Authorize the Auditor-Controller to pay Employnet $9,360.90 for specified invoices charging County for hours worked by 2 other Employnet temporary workers assigned in Fiscal Year 2021-2021 to Natividad Medical Center ("Natividad") to ensure adequate staffing levels during the COVID-19 Pandemic, in excess of the 720 hours limitation set forth in the Employnet Agreement; and
c. Approve and authorize the Auditor-Controller to pay B.E. Smith, Inc. ("B.E. Smith") $13,600 for an invoice charging County for hours worked by a B.E. Smith temporary worker assigned in Fiscal Year 2021-2021 to Natividad to ensure adequate staffing levels during the COVID-19 Pandemic, which hours were in excess of the 720 hours limitation set forth in the current agreement, No. A-13995, between the County, on behalf of Natividad, and B.E. Smith.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Authorize the Auditor-Controller to pay Employnet Workforce Solutions ("Employnet") $3,569.60 for specified invoices charging County of Monterey ("County") for hours worked by an Employnet temporary worker assigned in Fiscal Year 2020-2021 to the Public Defender's Office to ensure adequate staffing levels during the COVID-19 Pandemic, which hours were in excess of the 720 hour limitation set forth in the County's now expired agreement with Employnet under RFP 10495 ("Employnet Agreement"); and
b. Authorize the Auditor-Controller to pay Employnet $9,360.90 for specified invoices charging County for hours worked by 2 other Employnet temporary workers assigned in Fiscal Year 2021-2021 to Natividad Medical Center ("Natividad") to ensure adequate staffing levels during the COVID-19 Pandemic, in excess of the 720 hours limitation set forth in the Employnet Agreement; and
c. Approve and authorize the Auditor-Controller to pay B.E. Smith, Inc. ("B.E. Smith") $13,600 for an invoice charging County for hours worked by a B.E. Smith temporary worker assigned in Fiscal Year 2021-2021 to Natividad to ensure adequate staffing levels during the COVID-19 Pandemic, which hours were in excess of the 720 hours limitation set forth in the current agreement, No. A-13995, between the County, on behalf of Natividad, and B.E. Smith.

SUMMARY:
During the COVID-19 pandemic, two of the County's contracted temporary staffing agencies went over the contractual limit of 720 hours per temporary worker. Four individuals in total worked in excess of 720 hours; two at Natividad and one at the Office of the Public Defender. The Auditor-Controller's Office will need Board authorization before it can pay Employnet and B.E. Smith for these temporary workers' time, as their contract with the County prohibits payment in a circumstance where a worker has worked for the County in excess of 720 hours.

This provision is designed to prohibit PERS liability for the County. However, given that these temporary workers were critical in filling staff shortages during the pandemic, staff is recommending payment to the staffing agencies for these workers. Unfortunately, NMC will incur PERS liability with one of the temporary workers.

Pursuant to the terms and conditions of the 2020-2021 agreements with Employnet and B.E. Smith, the agencies were responsible for tracking cumulative hours per employee for all employees at the County. The agencies were also required to notify the County when the employees were approaching 650 hours within a fiscal year. The County is technically not required to pay for temporary workers that go above 720 hours in time worked for the County. These provisions are designed to prevent County PERS liability which begins when a retired annuitant reaches 960 hours and when a temporary worker reaches 1,000 hours.

However, given the unique staffing shortages created by the pandemic and unique urgencies which may have attributed to the monitoring oversights, both Natividad and the Public Defender's Office are recommending payment in this one instance.

OTHER AGENCY INVOLVEMENT:
County Counsel concurs with the Departments' request for Board approval of the unpaid invoices. The Auditor-Controller's Office declines approval of this request. The B.E. Smith and Employnet agreements do not, in the opinion of the Auditor-Controller's Office, support the payment of these unpaid invoices.

FINANCING:
Public Defender: The associated costs of $3,569.60 will be absorbed within the Public Defender's FY 2021-2022 Adopted Budget, Fund 001, department 2270, Budget Unit 8169, Appropriation Unit PUB001.

Natividad Medical Center: The associated costs of $9,360.90 for Employnet amounts due will be absorbed within Natividad's FY 2021-2022 Adopted Budget, Budget Unit 9600.

Natividad Medical Center: The associated costs of $13,600.00 for B.E. Smith Inc. amounts due will be absorbed within Natividad's FY 2021-2022 Adopted Budget, Budget Unit 9600.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
This recommendation supports the Board of Supervisors Strategic Initiatives by promoting an organization that practices efficient and effective resource management.

Mark a check to the related Board of Supervisors Strategic Initiatives

__Economic Development
_X_Administration
__Health & Human Services
__Infrastructure
__Public Safety

Prepared by: Latasha Ellis-Bowers, Finance Mgr. I, x.5082
Janine Bouyea, Hosp. Asst. Administrator, x2701

Approved by: Susan Chapman, Public Defender, x.5806
Dr. Charles R. Harris, Interim CEO, x 2504

Attachments:
Board Report
Nova Management Agreement, Employnet Assignment and Assumption Agreement
B. E. Smith Agreement, as amended
Exhibit A- County's Master Agreement with Nova/Employment

Monterey County

Board Report

Legistar File Number: 21-784

Item No.

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

September 28, 2021

Introduced: 9/9/2021
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

a. Authorize the Auditor-Controller to pay Employnet Workforce Solutions ("Employnet") $3,569.60 for specified invoices charging County of Monterey ("County") for hours worked by an Employnet temporary worker assigned in Fiscal Year 2020-2021 to the Public Defender's Office to ensure adequate staffing levels during the COVID-19 Pandemic, which hours were in excess of the 720 hour limitation set forth in the County's now expired agreement with Employnet under RFP 10495 ("Employnet Agreement"); and
b. Authorize the Auditor-Controller to pay Employnet $9,360.90 for specified invoices charging County for hours worked by 2 other Employnet temporary workers assigned in Fiscal Year 2021-2021 to Natividad Medical Center ("Natividad") to ensure adequate staffing levels during the COVID-19 Pandemic, in excess of the 720 hours limitation set forth in the Employnet Agreement; and
c. Approve and authorize the Auditor-Controller to pay B.E. Smith, Inc. ("B.E. Smith") $13,600 for an invoice charging County for hours worked by a B.E. Smith temporary worker assigned in Fiscal Year 2021-2021 to Natividad to ensure adequate staffing levels during the COVID-19 Pandemic, which hours were in excess of the 720 hours limitation set forth in the current agreement, No. A-13995, between the County, on behalf of Natividad, and B.E. Smith.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Authorize the Auditor-Controller to pay Employnet Workforce Solutions ("Employnet") $3,569.60 for specified invoices charging County of Monterey ("County") for hours worked by an Employnet temporary worker assigned in Fiscal Year 2020-2021 to the Public Defender's Office to ensure adequate staffing levels during the COVID-19 Pandemic, which hours were in excess of the 720 hour limitation set forth in the County's now expired agreement with Employnet under RFP 10495 ("Employnet Agreement"); and
b. Authorize the Auditor-Controller to pay Employnet $9,360.90 for specified invoices charging County for hours worked by 2 other Employnet temporary workers assigned in Fiscal Year 2021-2021 to Natividad Medical Center ("Natividad") to ensure adequate staffing levels during the COVID-19 Pandemic, in excess of the 720 hours limitation set forth in the Employnet Agreement; and
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SUMMARY:
During the COVID-19 pandemic, two of the County's contracted temporary staffing agencies went over the contractual limit of 720 hours per temporary worker. Four individuals in total worked in excess of 720 hours; two at Natividad and one at the Office of the Public Defender. The Auditor-Controller's Office will need Board authorization before it can pay Employnet and B.E. Smith for these temporary workers' time, as their contract with the County prohibits payment in a circumstance where a worker has worked for the County in excess of 720 hours.

This provision is designed to prohibit PERS liability for the County. However, given that these temporary workers were critical in filling staff shortages during the pandemic, staff is recommending payment to the staffing agencies for these workers. Unfortunately, NMC will incur PERS liability with one of the temporary workers.

Pursuant to the terms and conditions of the 2020-2021 agreements with Employnet and B.E. Smith, the agencies were responsible for tracking cumulative hours per employee for all employees at the County. The agencies were also required to notify the County when the employees were approaching 650 hours within a fiscal year. The County is technically not required to pay for temporary workers that go above 720 hours in time worked for the County. These provisions are designed to prevent County PERS liability which begins when a retired annuitant reaches 960 hours and when a temporary worker reaches 1,000 hours.

However, given the unique staffing shortages created by the pandemic and unique urgencies which may have attributed to the monitoring oversights, both Natividad and the Public Defender's Office are recommending payment in this one instance.

OTHER AGENCY INVOLVEMENT:
County Counsel concurs with the Departments' request for Board approval of the unpaid invoices. The Auditor-Controller's Office declines approval of this request. The B.E. Smith and Employnet agreements do not, in the opinion of the Auditor-Controller's Office, support the payment of these unpaid invoices.

FINANCING:
Public Defender: The associated costs of $3,569.60 will be absorbed within the Public Defender's FY 2021-2022 Adopted Budget, Fund 001, department 2270, Budget Unit 8169, Appropriation Unit PUB001.

Natividad Medical Center: The associated costs of $9,360.90 for Employnet amounts due will be absorbed within Natividad's FY 2021-2022 Adopted Budget, Budget Unit 9600.

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BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
This recommendation supports the Board of Supervisors Strategic Initiatives by promoting an organization that practices efficient and effective resource management.

Mark a check to the related Board of Supervisors Strategic Initiatives

__Economic Development
_X_Administration
__Health & Human Services
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__Public Safety

Prepared by: Latasha Ellis-Bowers, Finance Mgr. I, x.5082
Janine Bouyea, Hosp. Asst. Administrator, x2701

Approved by: Susan Chapman, Public Defender, x.5806
Dr. Charles R. Harris, Interim CEO, x 2504

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..Report

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BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
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__Economic Development
_X_Administration
__Health & Human Services

__Infrastructure
__Public Safety

Prepared by: Latasha Ellis-Bowers, Finance Mgr. I, x.5082
Janine Bouyea, Hosp. Asst. Administrator, x2701

Approved by: Susan Chapman, Public Defender, x.5806
Dr. Charles R. Harris, Interim CEO, x 2504

Attachments:
Board Report
Nova Management Agreement, Employnet Assignment and Assumption Agreement
B. E. Smith Agreement, as amended
Exhibit A- County's Master Agreement with Nova/Employment

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made and entered as of April 2, 2017 (the "Assignment Effective Date '), by /and between Nova Managment, ("Assignor"), and Employnet ("Assignee").

RECITAL

A. COUNTY OF MONTEREY ("County"), and Assignor entered into Temporary Staffing Services Agreement effective as of April 1, 2017(the "Agreement").

B. Assignor now wishes to assign to Assignee all of its right, title and interest in and to, and all of its obligations under, the Agreement to Assignee, and Assignee desires to accept such assignment and to assume such obligations.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants contained in this Assignment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Effective as of April 1, 2107"Assignment Effective Date,), Assignor hereby assigns to Assignee all of its right, title, interest in and to, and all of its terms, covenants, conditions and obligations under, the Agreement.

2. Assumption. Effective as of Assignment Effective Date, Assignee hereby accepts the assignment set forth in Section 1 above and expressly assumes and agrees to keep, perform and fulfill, from and after the Assignment Effective Date, all of the terms, covenants, conditions and obligations required to be kept, performed and fulfilled by Assignor under the Agreement.

3. Successors and Assigns. This Assignment shall be binding on and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

4. Third Party Beneficiaries. Except as expressly provided in this Section, no person other than the parties hereto shall have any right, benefit or obligation under this Assignment as a third-party beneficiary or otherwise.

5. Miscellaneous.

(i) Headings. The headings in this Assignment are for convenience of reference only and are not part of the substance hereof.

(ii) Benefit. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and, if applicable, heirs and administrators.

(iii) Counter.parts. This Assignment may be executed in multiple originals and by counterpart.

(iv) Governing Law. This Assignment shall be construed under the laws of the State of California.

(v) Amendments. No alteration amendment or modification hereof shall be valid, unless executed by an instrument in writing by the parties hereto with the same formality as this Assignment.

(vi) Further Assignments, Nothing in this Assignment shall imply any right to make further assignments of the Agreement other than in accordance with the Agreement.

[signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.

ASSIGNOR SIGNATURE:

Nova Management ("Assignor")

ASSIGNEE SIGNATURE:

Epmloynet ("Assignee")

By: Charles Tyre President

Tax *ID#* 82 - 0776007

ACKNOWLEDGEMENT AND CONSENT

COUNTY OF MONTEREY. hereby consents to the foregoing assignment and assumption.

COUNTY OF MONTEREY

By: 5.5.17

Contracts/Purchasing *DeAundra Lewelling, MBA* Deputy Purchasing Agent County of Monterey

By:

Auditor/Controller 5-3-17

By:

County Counsel 5-1-17

Monterey County
Board of Supervisors

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

Board Order

Agreement No.: A-13995
Upon motion of Supervisor Adams, 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 an agreement with B.E. Smith, Inc. for interim management-level services at NMC, with a term of July 1, 2018 through June 30, 2021 and a total agreement amount not to exceed $300,000.

PASSED AND ADOPTED on this 26th day of June 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 June 26, 2018.

Dated: June 28, 2018
File ID: A 18-297

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

Joel G. Pablo, Deputy

Natividad MEDICAL CENTER

COUNTY OF MONTEREY AGREEMENT FOR SERVICES
(MORE THAN $100,000)

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

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

1. **GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED.** NMC hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of the Agreement. The services are generally described as follows: Interim management level positions.

2. **PAYMENTS BY NMC.** NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of **$300,000.**

3. **TERM OF AGREEMENT.**

   3.1. The term of this Agreement is from July 1, 2018 through June 30, 2021 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and NMC and with NMC signing last and CONTRACTOR may not commence work before NMC signs this Agreement.

   3.2. NMC reserves the right to cancel this Agreement, or an extension of this Agreement, without cause, with a thirty (30) day written notice, or with cause immediately.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

   Exhibit A: Scope of Services/Payment Provisions

5. **PERFORMANCE STANDARDS.**

   5.1. CONTRACTOR warrants that CONTRACTOR and Contractor's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of NMC, or immediate family of an employee of NMC.

   5.2. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work

performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.3. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use NMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. **PAYMENT CONDITIONS.**

6.1. Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provide in this paragraph. NMC does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.2. Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety (90) days prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County (NMC) and the CONTRACTOR.

6.3. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement, and then only in accordance with any applicable County policies.

6.4. Invoice amounts shall be billed directly to the ordering department.

6.5. CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. NMC shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7. **TERMINATION.**

7.1. During the term of this Agreement, NMC may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.2. NMC may cancel and terminate this Agreement for good cause effective immediately upon written notice to Contractor. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If NMC terminates this Agreement for good cause, NMC may be relieved of the payment of any consideration to Contractor, and NMC may proceed with the work in any manner, which NMC deems proper. The cost to NMC shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.3 NMC's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for NMC's purchase of the indicated quantity of services, then NMC may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8. INDEMNIFICATION.

8.1 CONTRACTOR shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any and all claims, liability and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9. INSURANCE.

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

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

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

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

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed

Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

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

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

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

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

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

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

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

9.4 Other Requirements:

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

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

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

Prior to the execution of this Agreement by NMC, CONTRACTOR shall file certificates of insurance with NMC's Contracts/Purchasing Department, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by NMC, annual certificates to NMC's Contracts/Purchasing Department. If the certificate is not received by the expiration date, NMC shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles NMC, at its sole discretion, to terminate the Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

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

10.2 NMC Records. When this Agreement expires or terminates, CONTRACTOR shall return to NMC any NMC records which CONTRACTOR used or received from NMC to perform services under this Agreement.

10.3 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is

pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.4 Access to and Audit of Records. NMC shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess or $10,000, the parties to this Agreement may be subject, at the request of NMC or as part of any audit of NMC, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.5 Royalties and Inventions. NMC shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of NMC.

11. **NON-DISCRIMINATION**. During the performance of this Agreement, Contractor, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in Contractor's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, full comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT**. If this Agreement has been or will be funded with monies received by NMC pursuant to a contract with the state or federal government in which NMC is the grantee, CONTRACTOR will comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, NMC will deliver a copy of said contract to Contractor, at no cost to Contractor.

13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not as an employee of NMC. No offer or obligation of permanent employment with NMC or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from NMC any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Contractor's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold NMC and the County of Monterey harmless from any and all liability, which NMC may incur because of Contractor's failure to pay such taxes.

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

NATIVIDAD MEDICAL CENTER:	**CONTRACTOR:**
Natividad medical Center Attn: Contracts Division Natividad Medical Center 1441Constitution Blvd Salinas, CA. 93906 FAX: 831-757-2592	Name: B.E. Smith Inc. Attn: Amanda Myers Address: 8801 Renner Blvd. City, State, Zip: Lenexa, KS 66219 FAX: Email: Amanda.Myers@besmith.com

15. MISCELLANEOUS PROVISIONS.

15.1 Conflict of Interest: CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

15.2 Amendment: This Agreement may be amended or modified only by an instrument in writing signed by NMC and the Contractor.

15.3 Waiver: Any waiver of any terms and conditions of this Agreement must be in writing and signed by NMC and the Contractor. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.4 Contractor: The term "Contractor" as used in this Agreement includes Contractor's officers, agents, and employees acting on Contractor's behalf in the performance of this Agreement.

15.5 Disputes: CONTRACTOR shall continue to perform under this Agreement during any dispute.

15.6 Assignment and Subcontracting: The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of NMC. None of the services covered by this Agreement shall be subcontracted without the prior written approval of NMC. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

15.7 Successors and Assigns: This Agreement and the rights, privileges, duties, and obligations of NMC and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

15.8 Compliance with Applicable Law: The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.9 Headings: The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10 Time is of the Essence: Time is of the essence in each and all of the provisions of this Agreement

15.11 Governing Law: This Agreement shall be governed by and interpreted under the laws of the State of California.

15.12 Non-exclusive Agreement: This Agreement is non-exclusive and each of NMC and CONTRACTOR expressly reserves the right to contract with other entities for the same or similar services.

15.13 Construction of Agreement: NMC and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.14 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15 Integration: This Agreement, including the exhibits, represents the entire Agreement between NMC and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations representations, or agreements, either written or oral, between NMC and CONTRACTOR as of the effective date of this Agreement, which is the date that NMC signs the Agreement.

15.16 Interpretation of Conflicting Provisions: In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: 6/29/18

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: 6-7-18

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: 6-8-18

CONTRACTOR

B.E. Smith Inc.
Contractor's Business Name*** (see instructions)

_____
Signature of Chair, President, or Vice-President

Executive Vice President
Name and Title

Date: 6/1/2018

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

Division Director, West
Name and Title

Date: 6/1/2018

***__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).

EXHIBIT A SCOPE OF SERVICES/PAYMENT PROVISIONS

I. CONTRACTOR agrees to provide NMC, a general acute care teaching hospital wholly owned and operated by the County of Monterey, which is a political subdivision of the State of California, interim management-level professionals (hereinafter "Professional"), both clinical and non-clinical, on as as-needed basis per NMC's request.

II. CONTRACTOR Obligations:

a. CONTRACTOR will interview NMC's NMC Human Resources Administrator or authorized delegate to determine NMC's requirements for Professional's leadership, managerial, operational, and/or clinical background.

b. CONTRACTOR will present to NMC a Professional whom CONTRACTOR believes meets NMC's requirements for the NMC position.

c. Upon acceptance of Professional by NMC, Professional will be paid by CONTRACTOR as an employee of CONTRACTOR, and CONTRACTOR assumes responsibility for such payment.

d. Professional will not be considered an employee of NMC. NMC will direct Professional only as to the ultimate outcome of the work to be performed.

e. If Professional does not meet NMC's requirements for the position once the Professional is working for NMC, CONTRACTOR will replace the Professional with a different candidate at no additional expense to NMC.

f. CONTRACTOR shall be responsible for conforming to all applicable Federal and State labor laws and regulations.

g. Billing rates shall be presented to NMC by CONTRACTOR once the need for a Professional has been defined and presented to CONTRACTOR by NMC. All billing rates shall be submitted in the form of a flat weekly billing rates; assuming a forty (40) hour work week unless otherwise specified. NMC reserves the right to negotiate the presented billing rate for each Professional. Overtime compensation shall not be permitted unless approved in advance and in writing by NMC.

h. CONTRACTOR agrees that neither the CONTRACTOR nor its employees shall have any claim under this Agreement, or otherwise, against the County of Monterey for employment compensation, Workers' Compensation, unemployment compensation or insurance, vacation pay sick leave, retirement benefits, Social Security benefits, disability insurance benefits, or any other form of employee benefits.

i. It will be expressly agreed by the parties that no work, act, commission or omission of CONTRACTOR or any of CONTRACTOR's employees shall be construed to make or render CONTRACTOR or any CONTRACTOR's employees, the agent, employee or servant of the County.

j. CONTRACTOR Invoicing:
CONTRACTOR shall provide to NMC once monthly an invoice for any and all

Professionals sent by CONTRACTOR to NMC. The invoice shall state the name of the Professional and the job title that the Professional is temporarily rendering services as for NMC. Invoices shall be itemized on a weekly basis with the billing period/days worked clearly specified.

k. Permanent Hiring of Professional: In the event Professional or any candidate presented by CONTRACTOR is subsequently hired, retained, contracted or otherwise engaged by NMC within twenty four months after the later of (i) the presentation by CONTRACTOR or (ii) the termination of this Agreement, NMC agrees to pay CONTRACTOR a placement fee equal to a percentage of their salary. Percentage is determined on length of time NMC contracts the interim candidate. Within the first three months: 25% of salary. Within three through twelve months: 15% of salary and after twelve months: 10% of salary. This placement fee is due in full to CONTRACTOR when the Professional or candidate is hired, retained, or contracted by NMC other than under the auspices of CONTRACTOR.

III. Other Terms and Conditions Associated with Temporary Employees:

a. CONTRACTOR shall identify in writing to NMC any individual with prior PERS affiliation who is sent to report for NMC service under the AGREEMENT, at least two days prior to the individual being assigned by CONTRACTOR for service to NMC.
b. CONTRACTOR shall identify in writing to NMC any PERS annuitant who is sent to report for NMC service under the AGREEMENT, at least two days prior to the individual being assigned by CONTRACTOR for service to NMC.
c. The term "identify" is defined for purposes of this section to include both (1) the CONTRACTOR's employee name and (2) the last four digits of the employee's Social Security Number.
d. The term "PERS affiliation" is defined for purposes of this section to mean the CONTRACTOR's employee had previously worked for a governmental entity that participates or participated in CalPERS.
e. Should CONTRACTOR fail to properly identify a PERS annuitant or a CONTRACTOR employee with prior PERS affiliation, CONTRACTOR shall be held responsible for any costs assessed, or eligible to be assessed, by CalPERS relating to the assignment to the County of such individual.
f. The term "PERS annuitant" is defined for purposes of this section as a person who has retired from a CalPERS agency and who is receiving a retirement allowance from CalPERS.
g. TEMPORARY EMPLOYMENT ASSIGNMENT: CONTRACTOR shall be responsible for tracking cumulative hours per employee for all assignments at NMC. CONTRACTOR shall notify the NMC Human Resources Administrator at BouyeaJ@natividad.com when the Professional's hours working for the NMC are approaching 650 hours within a fiscal year (7/1-6/30).
h. An employee of the CONTRACTOR shall not be assigned to work at the NMC for more than 720 hours in a fiscal year (7/1-6/30).
i. NMC nor the County of Monterey shall not pay CONTRACTOR for services rendered beyond 720 hours per fiscal year.

Monterey County
Board of Supervisors

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

Board Order

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Luis A. Alejo to:

Agreement No.: A-13995: Amendment No.: 2
Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 2 with B.E. Smith, Inc. to the agreement (A-13995) for interim management-level services at NMC, adding $450,000 for a revised total agreement amount not to exceed $1,050,000 with no changes to the term or scope.

PASSED AND ADOPTED on this 27th 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 27, 2021.

Dated: May 5, 2021
File ID: A 21-108
Agenda Item No.: 17

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

Julian Lorenzana, Deputy

AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN B.E. SMITH, INC. AND
NATIVIDAD MEDICAL CENTER
FOR
INTERIM MANAGEMENT-LEVEL SERVICES

This Amendment No. 2 to the Services Agreement ("Agreement") which was effective on June 26, 2018 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), B.E. Smith, 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 interim management-level services with a term of July 1, 2018 through June 30, 2021 and a total Agreement amount not to exceed $300,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on April 30, 2020 to extend it for an additional two (2) year period (July 1, 2021 through June 30, 2023) for a revised full agreement term of July 1, 2018 through June 30, 2023 with an $300,000 increase to allow for services to continue for a total Agreement amount of $600,000 with changes to the scope of work attached hereto as "Exhibit A-1 per Amendment No. 1"; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement with a $450,000 increase to allow for services to continue for a total Agreement amount of $1,050,000 with no change to the scope or Agreement term.

AGREEMENT

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

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

1. Section 2 / Paragraph titled, "PAYMENTS BY NMC" shall be amended to the following:
   "The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of $1,050,000."

2. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and Amendment No. 1 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 this Amendment No. 2 shall be attached to the Agreement.

4. This Amendment No. 2 shall be effective when both parties have signed.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 2 on the basis set forth in this document and have executed this Amendment No. 2 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: Dr. Gary R. Gray
Gary R. Gray, DO, CEO

Date: 5/12/21

APPROVED AS TO LEGAL PROVISIONS

By: Stacy L. Saetta
Monterey County Deputy County Counsel

Date: 3/25/2021

APPROVED AS TO FISCAL PROVISIONS

By: Gary Gibonsy
Monterey County Deputy Auditor/Controller

Date: 3-25-2021

CONTRACTOR

B.E. Smith, Inc.
CONTRACTOR's Business Name
*****S**ee instructions below***

By: _____
(Signature of: Chair, President, or Vice-President)

Amanda Leatherman Division Director, West
Name and Title

Date: 2/26/2021

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

_____
Name and Title

Date: _____

Instructions

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

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

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

Monterey County

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

Board Order

Agreement Nos.: A-13014; A-13015; A-13016

Upon motion of Supervisor Phillips, seconded by Supervisor Parker 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 three (3) Countywide Service Agreements between the County of Monterey and the following contractors: (1) Manpowergroup US Inc. (Agreement No. A-13014), (2) Nova Management Inc. (Agreement No.: A-13015), and (3) SlingShot Connections, LLC (Agreement No. A-13016) to provide Temporary Employment Services for the County of Monterey for the term beginning upon signature of the agreements through December 31, 2018. The aggregate amount to be spent for all Agreements issued under RFP 10495 shall not exceed $10 million;
b. Authorized the Contracts/Purchasing Officer or the Contracts/Purchasing Supervisor to execute Amendments to extend each Agreement for 2 additional one-year periods, where each Amendment does not increase the total contract aggregate amounts for these 3 vendors by more than 10% ($1 million) of the original Agreement total;
c. Designated that all County contracts for Temporary Employment Services reference and meet the standards set forth in RFP 10495 concerning hours reporting and compliance for the duration of the RFP contracts; and,
d. Designated the Contracts/Purchasing Officer and Contracts/Purchasing Supervisor as having exclusive authority to sign any and all future Agreements and Amendments for Temporary Employment Services for the duration of the Agreements resulting from RFP 10495.

PASSED AND ADOPTED on this 15th day of December 2015, by the following vote, to wit:

AYES: Supervisors Phillips, Salinas, Parker and Potter
NOES: Supervisor Armenta
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 December 15, 2015

Dated: December 22, 2015
File ID: 15-1321

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By _____
Deputy

SAMPLE AGREEMENT BETWEEN COUNTY OF MONTEREY AND NOVA MANAGEMENT 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 Nova Management Inc., hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, County has invited proposals through the Request for Proposals (RFP) #10495 for Temporary Employment 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 #10495 and in this AGREEMENT on the terms and conditions contained herein and in RFP #10495. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

This AGREEMENT including all its attachments, Exhibits and Appendix
RFP #10495 Addendum (or Addenda) # 1
RFP # 10495 dated July 23, 2015, including all attachments and exhibits
CONTRACTOR'S Proposal dated September 17, 2015
Certificate of Insurance
Additional Insured Endorsements

1.2 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract 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 including all Attachments, Exhibits and Appendix, RFP #10495 Addendum/Addenda # 1,

RFP #10495 including all attachments and exhibits, Certificate of Insurance, and Additional Insured Endorsements.

1.3 All work shall be performed by personnel whom the CONTRACTOR directly employs and supervises. Prior to commencing work under the Agreement, CONTRACTOR(S) shall provide the COUNTY with a list of CONTRACTOR employees designated to work in each of the COUNTY facilities included in the Agreement. Background checks, as outlined in Attachment A Section 1.6 and 1.6.1 in the underlying RFP, are to be submitted for each employee prior to work commencing.

1.4 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 business licensing requirements. CONTRACTOR'S business license must be maintained throughout the course of the AGREEMENT.

1.5 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 COUNTY RESPONSIBILITIES

2.1.1 County shall provide CONTRACTOR with a list of authorized County contacts for each department.

21.2 County shall notify CONTRACTOR of any special requirements for any particular assignment. At that time, the department shall notify the CONTRACTOR if the employee will be required to undergo a background check.

2.1.2.1 Any background checks required by the County will be conducted at the County's expense.

2.1.2.2 CONTRACTOR shall be responsible for the time paid to potential temporary employees who are required to undergo a County-required background check.

2.1.3 County shall pay CONTRACTOR(s) at the rates listed in Attachment B- Proposed Price Schedule in accordance with Attachment A – County Benchmark Specifications. This price schedule shall remain firm for the initial term of the Agreement.

2.1.3.1 County and CONTRACTOR shall negotiate and agree upon the optional proposed markup rate for positions that fall outside of the rates listed in

Attachment B –County Proposed Price Schedule on the attached optional Attachment C- CONTRACTOR'S ADDITIONAL POSITIONS PRICE SCHEDULE. Such negotiations shall take place only through the County's Contracts/Purchasing Office and shall be memorialized by an amendment.

2.1.4 County departments requesting temporary employment services shall authorize and approve time cards.

2.1.5 Each department shall be responsible for processing purchase orders once services are obtained and rendered.

2.2 CONTRACTOR GENERAL REQUIREMENTS

2.2.1 CONTRACTOR shall be responsible for conforming to all applicable Federal and State labor laws and regulations.

2.2.2 CONTRACTOR shall provide County temporary employment services for the job classifications at the rates described in Attachment B – Contractor's Proposed Price Schedule.

2.2.3 CONTRACTOR agrees to honor requests or extensions for temporary employment services only from County authorized contacts.
5.3.1.1 Failure to comply with this procedure may result in non-payment.

2.2.4 CONTRACTOR shall not charge for unsatisfactory performance of temporary employees as determined by the County, provided that the County notified CONTRACTOR within four (4) hours after service has begun for the particular assignment.

2.2.5 CONTRACTOR shall be responsible for paying employees for regular and premium or overtime hourly rates.

2.2.6 CONTRACTOR agrees that neither the CONTRACTOR nor its employees shall have any claim under this Agreement, or otherwise, against the County for employment compensation, Workers' Compensation, unemployment compensation or insurance, vacation pay sick leave, retirement benefits, Social Security benefits, disability insurance benefits, or any other form of employee benefits.

2.2.6.1 It will be expressly agreed by the parties that no work, act, commission or omission of CONTRACTOR or any of CONTRACTOR's employees shall be construed to make or render CONTRACTOR or any CONTRACTOR's employees, the agent, employee or servant of the County.

2.2.6.2 It is expressly agreed by the parties hereto that County is not liable for CONTRACTOR employees under the Affordable Care Act.

2.2.7 CONTRACTOR and its employees shall not use for personal gain or make other improper use of privileged information, which is acquired in connection with the temporary employment services associated with this Agreement.

2.2.7.1 In this connection, the term *"privileged information"* includes, but is not limited to, unpublished information relating to technological development, land use, property owners, claims and litigations, and knowledge of selections of future contractors.

2.2.7.2 CONTRACTOR and its employees shall not offer gifts, gratuity, favors, or entertainment directly or indirectly to County employees.

2.3 RESPONSE TIMES

2.3.1 CONTRACTOR shall respond to a request for temporary services from any individual County department authorized contact within two (2) business hours indicating whether or not CONTRACTOR can find a qualified skilled employee.

2.3.2 If an employee is available, CONTRACTOR shall send the employee within a four (4) business hours time frame.

2.3.3 This requirement can be adjusted by mutual agreement between the CONTRACTOR and the individual County department authorized contact person on a case-by-case basis.

NOTE: The normal County business hours are Monday through Friday from 8:00 a.m. to 5:00 p.m. PST.

2.4 CONTRACTOR INVOICING REQUIREMENT

CONTRACTOR shall provide to each applicable County department, an invoice for services rendered showing the County department in which services were performed, the County Purchase Order Number (specific to each department), the position filled and a copy of the time card for each employee of the CONTRACTOR.

2.5 CONTRACTOR REPORTING REQUIREMENT

2.5.1 Upon designating a CONTRACTOR employee reporting to provide services to the County, the CONTRACTOR shall provide County a minimum of two electronic copies of a report. The report shall be in an Excel spreadsheet format and shall include the following (Exhibit A- Sample Report template):

2.5.1.1 Name of each assigned temporary employee
2.5.1.2 Last four digits of the employee's Social Security Number
2.5.1.3 Current Job Classification
2.5.1.4 Department Unit of the current assignment
2.5.1.5 Start date of current assignment
2.5.1.6 Bill Rate
2.5.1.7 Pay Rate

2.5.2 CONTRACTOR shall provide County a minimum of two electronic copies of a monthly activity report by the 10th of each month. The report shall be in an Excel spreadsheet format and shall include the following:

2.5.2.1 Name of each assigned temporary employee
2.5.2.2 Last four digits of the employee's Social Security Number
2.5.2.3 Current Job Classification
2.5.2.4 Department Unit of the current assignment
2.5.2.5 Start date of current assignment
2.5.2.6 Hours worked by employee in the report month
2.5.2.7 Cumulative hours worked for County by employee for the applicable fiscal year
2.5.2.8 Bill Rate
2.5.2.9 Pay Rate

2.5.3 Copies of the report described in 2.5.2, above, shall be delivered to the following:
2.5.3.1 The originating department obtaining services of that temporary employee
2.5.3.2 The County of Monterey Human Resources Director
168 West Alisal Street
Salinas, CA 93901

2.5.4 Any reports, data, or other information, given to, prepared by or assembled by CONTRACTOR which the County requests, shall be kept confidential and shall not be made available to any individual or organization by CONTRACTOR without the prior written approval of the County.

2.6 CONTRACTOR REPORTING REQUIREMENT FOR MEMBERS OF PUBLIC EMPLOYEE RETIREMENT SYSTEM (PERS)

2.6.1 CONTRACTOR shall identify in writing to County any individual with prior PERS affiliation who is sent to report for County service under the AGREEMENT, at least four hours prior to the individual being assigned by CONTRACTOR for service to County.

2.6.2 CONTRACTOR shall identify in writing to County any PERS annuitant who is sent to report for County service under the AGREEMENT, at least four hours prior to the individual being assigned by CONTRACTOR for service to County.

2.6.3 The term "identify" is defined for purposes of this section to include both (1) the CONTRACTOR's employee name and (2) the last four digits of the employee's Social Security Number.

2.6.4 The term "PERS affiliation" is defined for purposes of this section to mean the CONTRACTOR's employee had previously worked for a governmental entity that participates or participated in CalPERS.

2.6.5 Should CONTRACTOR fail to properly identify a PERS annuitant or a CONTRACTOR employee with prior PERS affiliation, CONTRACTOR shall be held responsible for any costs assessed, or eligible to be assessed, by CalPERS relating to the assignment to the County of such individual.

2.6.6 The term "PERS annuitant" is defined for purposes of this section as a person who has retired from a CalPERS agency and who is receiving a retirement allowance from CalPERS.

3.0 TEMPORARY EMPLOYMENT ASSIGNMENT

3.1 CONTRACTOR shall be responsible for tracking cumulative hours per employee for all assignments with the County. CONTRACTOR shall notify County when an individual employee's hours working for the County are approaching **650** hours in a fiscal year (7/1-6/30).

3.1.1 CONTRACTOR shall notify the following:

3.1.1.1 The County originating department

3.1.1.2 The County Human Resources Director
168 W. Alisal Street, Salinas, CA 93901

3.2 An employee of the CONTRACTOR shall not be assigned to work at the County for more than **720** hours in a fiscal year.

3.3 County shall not pay CONTRACTOR for services rendered beyond **720** hours per fiscal year.

4.0 HIRING TEMPORARY EMPLOYEES

4.1 CONTRACTOR agrees that after thirty (30) consecutive calendar days of service by one of the CONTRACTOR'S employees, the County has the right to hire the CONTRACTOR'S employee without paying a fee.

4.1.1 If the CONTRACTOR'S employee applies for a position in the County different from the position the current job order fills, then the County shall not owe a fee to the CONTRACTOR regardless of the length of service by the CONTRACTOR'S employee.

4.1.2 If the CONTRACTOR's employee had applied for a position in the County for the same position of the current job order prior to placement, the County shall not owe a fee the CONTRACTOR regardless of the length of service by the CONTRACTOR's employee.

4.1.3 Thirty (30) consecutive calendar days of "service" is defined as being both those days worked (i.e. weekdays), as well as those days not worked (i.e. holidays and weekends), within those thirty (30) consecutive days.

5.0 TERM OF AGREEMENT

5.1 The initial term shall commence with the signing of this AGREEMENT through and including December 31, 2018, with the option to extend this AGREEMENT for two (2) additional one (1) year periods.

5.1.1 County is not required to state a reason if it elects not to renew this AGREEMENT.

5.2 After the initial term of this AGREEMENT, CONTRACTOR may only commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of this AGREEMENT in order to be considered.

5.2.1 Both parties shall agree upon rate extension(s) or changes in writing.

5.3 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.

6.0 COMPENSATION AND PAYMENTS

6.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with ATTACHMENT B– PROPOSED PRICE SCHEDULE hereto.

6.2 It is mutually understood and agreed by both parties that County and CONTRACTOR shall negotiate and agree upon the optional proposed markup rate for positions that fall outside of the rates listed in Attachment B –County Proposed Price Schedule on the attached optional Attachment C- CONTRACTOR'S ADDITIONAL POSITIONS PRICE SCHEDULE. Such negotiations shall take place only through the County's Contracts/Purchasing Office and shall be memorialized by an amendment approved by the Board of Supervisors.

6.3 Prices shall remain firm for the initial term of this AGREEMENT. County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.

6.4 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.

6.5 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.

6.6 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from County in writing, in accordance with Sections 2.1.3.1 and 6.2.

6.7 Tax:

6.7.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.

6.7.2 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.

7.0 INVOICES AND PURCHASE ORDERS

7.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the requesting department.

7.2 CONTACTOR shall reference the RFP/RFQ 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.

7.3 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).

7.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County.

8.0 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.

9.0 INSURANCE REQUIREMENTS

9.1 Evidence of Coverage:

9.1.1 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.

9.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under 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.

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

9.3 Insurance Coverage Requirements:

9.3.1 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:

9.3.1.1 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.

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

9.3.3 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.

9.3.4 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.

97.4 Other Insurance Requirements:

9.4.1 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.

9.4.2 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 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.

9.4.3 *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.*

9.4.4 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.

9.4.5 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.

10.0 RECORDS AND CONFIDENTIALITY

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

10.2 County Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this AGREEMENT.

10.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this AGREEMENT.

10.4 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.

11.0 NON-DISCRIMINATION

11.1 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 there under (California Code of Regulations, Title 2, §7285.0, et seq.).

11.2 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.

11.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

12.0 CONFLICT OF INTEREST

12.1 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.

12.2 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.

13.0 COMPLIANCE WITH APPLICABLE LAWS

13.1 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.

13.2 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.

13.3 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.

14.0 DRUG FREE WORKPLACE

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 contender 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.

15.0 PERFORMANCE ASSURANCE AND WAIVER OF BREACH

15.1 Assurance of Performance: If at any time County believes CONTRACTOR may not be adequately performing its obligations under this AGREEMENT or that CONTRACTOR may fail to complete the Services as required by this AGREEMENT, County may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in CONTRACTOR'S performance. CONTRACTOR shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the

required time is a material breach under this AGREEMENT. If County accepts the plan it shall issue a signed waiver.

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 NOTICES

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:
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:
Nova Management Inc.
Mr. Charles N. Tope
660 Camino Aguajito, 3rd Floor
Monterey, CA 93940
Tel. No.: (831) 373-4544
FAX No.: (831) 443-9307
chtope@warphire.com

17.0 LEGAL DISPUTES

17.1 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.

17.2 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.

17.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.

17.4 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

Contracts/Purchasing Officer

Dated: 1/7/2016

Approved as to Fiscal Provisions:

Deputy Auditor/Controller

Dated: 1-7-16

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

Deputy County Counsel

Dated: 1/7/16

CONTRACTOR

By:

Signature of Chair, President, or Vice-President

Printed Name and Title

Dated: 1/7/16

By:

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Jenny Le Secretary

Printed Name and Title

Dated: 1/7/16

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 Limited Liability Company (LLC), the name of the LLC shall be set forth above together with the signature of a member who has authority to execute this Agreement on behalf of the LLC. 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. (general partner for a Limited Partnership (LP) and a partner for other partnerships). 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
COUNTY BENCHMARK SPECIFICATIONS

ACCOUNT CLERK:
Receives and accounts for cash, checks and other negotiable items. Posts numerical data. Checks documents for numerical accuracy. Uses 10-key adding machine. May use personal computer or typewriter.

ACCOUNTING TECHNICIAN:
Full-charge bookkeeper. Establishes, maintains and controls highly complex financial and statistical records. Performs limited financial/fiscal data analysis. May supervise the work of other clerical employees.

ADMINISTRATIVE ASSISTANT:
Independently provides administrative services of limited scope, scale or complexity, or supports higher level administrative staff in more complex functions, and/or supervises a group of sub-professional staff providing support to a program or function. Must have a valid California driver's license and good driving record.

DATA ENTRY:
10,000 keystrokes per hour. Ability and skill to use computer equipment to complete a full range of data entry tasks.

ELECTION BALLOT COLLECTION CLERK:
Accepts and secures ballots from voters to expedite drop offs. May require standing outdoors all day in all weather conditions.

ELECTION BALLOT INSPECTION CLERK:
Prepares ballots for tabulation. Tasks include counting, examining for errors, and reconciliation of ballots and envelopes.

ELECTION CANDIDATE SERVICES ASSISTANT:
Assists in the process of candidate filing and voter guide preparation. Proficient in Microsoft Office and database entry. In charge of receiving, scanning and sending letters to candidates and/or committees. Responds to inquiries regarding financial disclosure forms at the front counter and over the phone.

ELECTION CANVASS CLERK:
Must be able to carry out simple mathematical calculations. Requires the ability to focus and to make accurate notations and simple mathematical calculations. Works with a variety of instruction, base documents and forms. Familiar with basic office equipment. Proficient in proofing and standard practices of recordkeeping.

ELECTION HAND COUNT SPECIALIST:
Works in a team of four to hand-count ballot contests to determine the outcome of an election in which automated tabulation is not used. Ability to complete highly specialized repetitive tasks.

ELECTION MANUAL TALLY SPECIALIST:
Works in a team of four to hand count specific ballot contests to verify the accuracy of the machine count. Ability to complete highly specialized repetitive tasks and keep accurate records.

ELECTION PHONE BANK REPRESENTATIVE:
Responsible for handling incoming phone calls in related to various election topics. Provide excellent customer service over the phone, be able to provide information related to polling place locations, where to vote, and answer other questions related to elections. Attention to detail, good listener, ability to learn election procedures. English/Spanish ideal.

ELECTION PRECINCT SERVICES RECRUITER:
Responsible for contacting existing and new volunteers to serve on Election Day. Provides information to each poll worker regarding hours, training, Election Day procedures, placement, and pay policies. Maintains contact throughout an election to troubleshoot for all polling place locations in compliance with code.

ELECTION PRECINCT SERVICES SPECIALIST:
Performs a variety of clerical tasks, working directly with program manager to oversee daily processing of incoming mail and faxes, record keeping and filing, coordinating recruiters field inspectors and other election workers. Must be proficient in Microsoft Office and be able to learn an elections information management system and California Elections Code.

ELECTION PRE/POST-LAT TECHNICIAN:
Works in a warehouse environment with computers and electronic equipment following technical written and oral instruction. Ability to lift 20-50 pounds and work standing 4 hours at a time. Possesses computer and electronic troubleshooting skills. Uses a barcode scanner.

ELECTION PROVISIONAL PROCESSING AIDE:
Processes provisional ballots using election code guidelines. Performs searches in the voter database and analyzes voter record information. Ability and skill to use a computer and be able to perform a full range of data entry and checking tasks.

ELECTION RECEPTIONIST:
Provides general customer service in the office and over the phone. Processes voters in the 29 day early voting period using the Elections Data Management System. Provides clerical assistance to all program areas. Works with a variety of office equipment and computer software programs.

ELECTION RECONCILIATION SPECIALIST:
Performs highly responsible tasks to reconcile Election Department ballots, voter rosters and election materials. Ability to analyze and check documents for numerical accuracy and work in a team oriented environment.

ELECTION RECOUNT SPECIALIST:
Works in a team of four to hand-count ballot contests to determine the outcome of an election in the event that a recount has been ordered. Ability to complete highly specialized repetitive tasks.

ELECTION REGISTRATION CLERK:
Performs a variety of general and/or specialized registration program area clerical activities within the Elections voter database such as processing voter registration cards, record maintenance, filing, checking, proofing and data entry. Individuals should be able to type 50 words per minute and have the ability to use a computer and analyze documents in a detail oriented manner.

ELECTION SORTING CLERK:
Processes election night ballots and supplies from polling locations. Sorts, tallies and accounts for all vote by mail and provisional ballots, supplies and documents for reconciliation. Individuals should be detail oriented and able to provide accurate counts of election materials.

ELECTION TABULATION TECHNICIAN:
Works with computers and large equipment. Ability to stand, bend, reach and lift 20 pounds. Requires basic math skills and the ability to use a 10-key for data entry.

ELECTION TRAINER:
Possesses detailed knowledge of Election Day preparation and procedures. Ability to train adults and high school students to work at a polling place on Election Day. Proficient in PowerPoint and public speaking.

ELECTION VOTE BY MAIL ASSISTANT:
Performs a variety of Vote By Mail tasks, working directly with program manager to oversee daily processing of mail, training, and canvass activities. Possesses a valid California driver's license and good driving record.

ELECTION VOTE BY MAIL CLERK:
Performs a variety of Vote By Mail and canvass tasks. Takes direction from the program manager or vote by mail assistant. Ability to complete repetitive tasks. Able to lift mail trays up to 25 lbs.

ELECTION WORKER:
Must attend several hours of training to develop an understanding of Elections Code and become proficient in performing all the services available to voters in a voting center or a polling place. Ability to work a 16 hour workday and provide excellent customer service following pertinent law.

FIELD INSPECTOR:
Possesses valid California driver's license, a good driving record and currently a registered voter. Requires detailed knowledge of polling place activities including facility compliance with ADA and Elections Code. Familiarity with current voting technology and closing a polling place including reconciliation. Drives between polling locations in a given territory in the County.

HOSPITAL CUSTODIAN (ENVIRONMENTAL SERVICES AIDE):
Assigned to Natividad Medical Center, performs routine cleaning of patient rooms, office areas, common areas and restrooms, keeping the Hospital clean and sanitary.

HOSPITAL FOOD SERVICES WORKER:
Assigned to Natividad Medical Center performs work in preparing and serving food, cleans kitchen, food serving utensils and equipment.

HOSPITAL MEDICAL UNIT CLERK:
Assigned to Natividad Medical Center performs a variety of clerical functions in support of doctors, nurses, and other staff in an assigned medical treatment area Incumbents perform a variety of record keeping, supply ordering, unit coordination and scheduling duties and handles difficult types of public contact.

HOSPITAL NURSING ASSISTANT:
Assigned to Natividad Medical Center assists Natividad Medical Center patients with activities of daily living and assists professional nursing personnel in providing patient care. Possession of a current California certificate as a Certified Nurse Assistant is highly desirable.

HOSPITAL STOREKEEPER:
Participates in the requisition, receipt, storage and delivery of records, equipment, materials and supplies within Natividad Medical Center.

INFORMATION TECHNOLOGY INFRASTRUCTURE PROFESSIONAL:
Performs analysis, design, implementation, and project management in the areas of network engineering, civil engineering, and/or unified and radio communications.

INFORMATION TECHNOLOGY OPERATIONS SPECIALIST:
Documents requests and processes them against departmental standards. Assists in data recovery and disaster management, maintains the data center infrastructure and monitors systems to ensure they are running properly. Assists in the configuration, installation, maintenance, and support of systems. Performs and manages backup operations

INFORMATION TECHNOLOGY PROGRAMMER ANALYST:
Performs information technology application program selection, analysis, design, development, configuration, construction, installation, maintenance, monitoring, support, and/or programming.

INFORMATION TECHNOLOGY TECHNICIAN:
Installs, tests, maintains, modifies, and repairs information technology equipment.

INVESTIGATIVE AIDE:
Must have a valid California driver's license and good driving record; know the functions of serving subpoenas and documenting service and/or non-service of the same; ability to pick up various forms of evidence (1 – 30 lbs.) from various law enforcement agencies; have the ability to know and learn various computer programs and the KARPEL case management System (input & export data), ability to duplicate discovery material (photocopy, digitally copy, electronically copy and transfer to various portable devises and storage drives); pick up jail mail and jail visiting information on inmates incarcerated; have the willingness to transport witnesses to and from court when needed—from airports and hotels in and out of Monterey County; ability to prepare PowerPoint (PP) presentations and integrate other computer programs into PP presentation and assist others in the setup of the same. Have the ability to interview and write brief reports when needed. Have the ability to testify in a Courtroom setting (34G10).

LABORER:
Ability to lift 50 lbs; performs labor duties such as hauling, lifting, or moving.

LEGAL SECRETARY:
Perform a variety of specialized secretarial and administrative support functions for one or more attorneys; performs other legal work as required. Uses computer and/or other office equipment to perform a variety of secretarial and administrative support (80B22).

LEGAL TYPIST:
Performs varied, complex and responsible Legal clerical and typing work for one or more attorneys. Ability and skill to use a computer and/or other office equipment to perform a variety of clerical support (80B11).

MEDICAL ASSISTANT:
Medical Assistant Certificate is required. Works alongside providers in outpatient clinics, carries out physicians' orders, performs patient care procedures as well as registration and check-in duties. Uses personal computers to maintain medical records in Electronic Medical Record system.

OFFICE ASSISTANT I
Manually or by using a typewriter, personal computer and other office equipment, performs a variety of general clerical activities within a record keeping system or program area such as forms processing, record maintenance, reception, filing, proofing, light typing, and assembling data.

OFFICE ASSISTANT II
Manually or by using a typewriter, personal computer and other office equipment, performs a variety of general and or specialized clerical activities within a record keeping system or program area such as forms processing, record maintenance, reception, filing, proofing, light typing, and assembling data.

OFFICE ASSISTANT III
Performs highly responsible and specialized clerical-technical work in a specific program or specialized record keeping system. May use personal computer or other office equipment to accomplish this.

OUTREACH REPRESENTATIVE:
English/Spanish bilingual/bi-literate, including proficiency with public speaking. Demonstrate a high level of cultural sensitivity to persons of interest including but not limited to those from language minority communities, disabilities groups, high school groups and seniors. Assist program manager in planning outreach activities, physically setting up at different locations throughout Monterey County, and conducting outreach at various events. Many events take place after business hours and on weekends. Must be familiar with Microsoft Office and hold a valid California driver's license.

PATIENT SERVICE REPRESENTATIVE:
Performs a variety of duties related to patient interviewing; verifying and documenting admission information; patient registration; appointment scheduling and other general office and clerical related tasks.

PETITION SPECIALIST:
Prepares and verifies signatures on state and local petitions. Ability to complete highly specialized repetitive tasks working with confidential information.

PROOF READER:
Proofs bilingual material (English/Spanish). Compares base documents to type-set documents to ensure that content and format matches originals. Works simultaneously with different documents which will be compiled into the voter guide. Flexibility to work on weekends and after hours with a frequently changing schedule is required.

SECRETARIAL ASSISTANT
Types 50 w.p.m. Uses a personal computer or typewriter to perform a variety of routine secretarial and clerical work with some responsibility for basic administrative detail.

SECRETARY
Types 50 w.p.m. Acts as secretary or personal assistant to a professional or administrative employee. Uses a personal computer or typewriter to perform a variety of secretarial support and minor administrative duties.

SENIOR ACCOUNT CLERK:
Performs moderately complex bookkeeping work requiring the application of a working knowledge of bookkeeping principles and following general departmental procedures.

SENIOR SECRETARY:
Types 50 w.p.m. Performs complex clerical and secretarial work tasks; completes routine administrative tasks directly related to the work of their supervisor(s); and performs other related work as required.

WAREHOUSE WORKER:
Performs warehouse duties of all levels of complexity, to include receipt, storage, inventory and issue supply and materials. May include clerical functions such as data input.

WEBSITE DESIGNER:
Creates, develops and maintains website. Proficiency with content management system and web design programs. May produce technical and graphical materials for website and provide support and basic training on content development and management.

WORD PROCESSOR
Types 50 w.p.m. Uses personal computer and knowledge of system specified to set up and prepare final documents from rough drafts. Heavy production work.

Attachment B

PROPOSED PRICE SCHEDULE

Company Name: Nova Management Inc.

Authorized Proposer: Carol De Leon **Date:** 9/16/2015

COUNTY TITLE	BILL RATE	PAY RATE
ACCOUNT CLERK	$15.29-$20.85	$11.00-$15.00
ACCOUNTING TECHNICIAN	$20.85-$27.80	$15.00-$20.00
ADMINISTRATIVE ASSISTANT	$19.46-$27.80	$14.00-$20.00
DATA ENTRY	$15.09-$19.46	$11.00-$14.00
ELECTION BALLOT COLLECTION CLERK	$16.68-$20.85	$12.00-$15.00
ELECTION BALLOT INSPECTION CLERK	$16.68-$20.85	$12.00-$15.00
ELECTION CANDIDATE SERVICES ASST	$16.68-$20.85	$12.00-$15.00
ELECTION CANVASS CLERK	$16.68-$20.85	$12.00-$15.00
ELECTION HAND COUNT SPECIALIST	$16.68-$20.85	$12.00-$15.00
ELECTION MANUAL TALLY SPECIALIST	$16.68-$20.85	$12.00-$15.00
ELECTION PHONE BANK REPRESENTATIVE	$16.68-$23.63	$12.00-$17.00
ELECTION PRE/POST-LAT TECHNICIAN	$16.68-$20.85	$12.00-$15.00
ELECTION PRECINCT SERVICES SPECIALIST	$16.68-$23.63	$12.00-$17.00
ELECTION PRECINT SERVICES RECRUITER	$16.68-$20.85	$12.00-$15.00
ELECTION PROVISIONAL PROCESSING AIDE	$16.68-$20.85	$12.00-$15.00
ELECTION RECEPTIONIST	$16.68-$20.85	$12.00-$15.00
ELECTION RECONCILIATION SPECIALIST	$16.68-$20.85	$12.00-$15.00
ELECTION RECOUNT SPECIALIST	$16.68-$20.85	$12.00-$15.00
ELECTION REGISTRATION CLERK	$16.68-$20.85	$12.00-$15.00
ELECTION SORTING CLERK	$16.68-$20.85	$12.00-$15.00

Attachment B

COUNTY TILE	BILL RATE	PAY RATE
SECRETARIAL ASST	$15.29-$20.85	$11.00-$15.00
SECRETARY	$18.07-$23.63	$13.00-$17.00
SENIOR ACCOUNT CLERK	$19.46-$25.02	$14.00-$18.00
SENIOR SECRETARY	$20.85-$27.20	$15.00-$20.00
WAREHOUSE WORKER	$16.68-$20.85	$12.00-$15.00
WEBSITE DESIGNER	$25.02-$31.97	$18.00-$23.00
WORD PROCESSOR	$18.07-$23.63	$13.00-$17.00

*If County of Monterey refers candidate to WarpHire, a Service of Nova Management, County will receive a payroll discounted markup rate of 35% and 40% for professional positions

Attachment C

CONTRACTOR'S ADDITIONAL POSITIONS PRICE SCHEDULE (OPTIONAL)

Company Name: Nova Management Inc.

Name of authorized Proposer: Carol De Leon Date 9/16/2015

COUNTY TITLE	CONTRACTOR'S MATCHING POSITION TITLE	BILL RATE MARK-UP	SPECIAL HOURLY RATE (Health and Medical Facilities
CONTRACTOR'S ADDITIONAL Position(s) please list			
IT Infrastructure Professional	Network Administrator	44%	N/A
Medical Records Technician	Medical Records Technician	44%	N/A
WIB Coordinator	WIB Coordinator	39%	N/A
WIB Employment Rep I	WIB Employment Rep I	39%	N/A
WIB Employment Rep II	WIB Employment Rep II	39%	N/A
Accountant	Accountant	44%	N/A
Financial Analyst	Financial Analyst	44%	N/A
Graphic Designer	Graphic Designer	44%	N/A

If applicable, indicate special rate when assignment is at a Health or Medical Facility. Indicate N/A (not applicable), if CONTRACTOR does not have special rate(s).

AMENDMENT #1
TO
COUNTYWIDE SERVICE AGREEMENT
BETWEEN
COUNTY OF MONTEREY
And
EMPLOYNET, INC.

THIS AMENDMENT NO.1 is made to the Countywide Service Agreement for Temporary Employment Services by and between **EMPLOYNET, INC.,** hereinafter referred to as "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County" (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, the Parties entered into a Countywide Service Agreement dated January 7, 2016, pursuant to Request for Proposals #10495 (RFP) which required, among other things, that the proposed vendor include a statement of minimum pay rates for specified positions; and

WHEREAS, the CONTRACTOR, formerly known as Nova Management, Inc, completed an Assignment and Assumption AGREEMENT with the County on May 5, 2017 assigning all of the obligations originally entered into with Nova Management, Inc. over to Employnet, Inc.; and

WHEREAS, wherever appearing it the Countywide Service Agreement, the term CONTRACTOR shall refer to **Employnet, Inc**. rather than to **Nova Management, Inc**.; and

WHEREAS, the Parties wish to amend the Countywide Service Agreement to extend the term for one (1) additional year to December 31, 2019 to allow CONTRACTOR to continue to provide services identified in the Countywide Service Agreement and as amended by this Amendment No.1.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the Countywide Service Agreement in the following manner:

1. Amend Section 5.1 "**The initial term shall commence with the signing of this AGREEMENT through and including December 31, 2018, with the option to extend this AGREEMENT for two (2) additional one (1) year periods**." and replacing it with "**The initial term shall commence with the signing of this AGREEMENT through and including December 31, 2019, with the option to extend this AGREEMENT for one (1) additional one (1) year period**."

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 shall be attached to the original AGREEMENT executed by the County on January 1, 2016.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

Contracts/Purchasing Officer

Dated: 18 Dec 2018

Approved as to Fiscal Provisions:

Deputy Auditor/Controller

Dated: 12-17-18

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

Deputy County Counsel

Dated: 12/17/18

CONTRACTOR

By:

Signature of Chair, President, or Vice-President

Charles Tye President

Printed Name and Title

Dated: 12-11-18

By:

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Jenny Le - CONTROLLER

Printed Name and Title

Dated: 12/12/18

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

AMENDMENT #2
TO
COUNTYWIDE SERVICE AGREEMENT
BETWEEN
COUNTY OF MONTEREY
And
EMPLOYNET, INC.

THIS AMENDMENT NO.2 is made to the Countywide Service Agreement for Temporary Employment Services by and between **EMPLOYNET, INC.**, hereinafter referred to as "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County" (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, the Parties entered into a Countywide Service Agreement dated January 7, 2016, pursuant to Request for Proposals #10495 (RFP) which required, among other things, that the proposed vendor include a statement of minimum pay rates for specified positions; and

WHEREAS, the CONTRACTOR, formerly Nova Management, Inc, completed an Assignment and Assumption AGREEMENT with the County on May 5, 2017 assigning all of the obligations originally entered into with Nova Management, Inc. over to Employnet, Inc.; and

WHEREAS, wherever appearing it the Countywide Service Agreement, the term CONTRACTOR shall refer to **Employnet, Inc**. rather than to **Nova Management, Inc**.; and

WHEREAS, Agreement was amendment by the Parties on December 18, 2018 (hereinafter, "Amendment No. 1" to extend the term for one (1) additional year through December 31, 2019 with no increase to the Agreement's not to exceed amount; and

WHEREAS, the Parties wish to amend the Countywide Service Agreement to increase the minimum pay rate for several positions to a rate of no less that twelve dollars ($12.00) per hour to meet the minimum wage requirement for the state of California retroactive to January 1, 2019.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the Countywide Service Agreement in the following manner:

1. Attachment B: PROPOSED PRICE SCHEUDLE, dated September 16, 2015 is deleted in its entirety and replaced with Attachment B-2 PRICE SCHEDULE, dated January 1, 2019, attached hereto and made part of this Amendment No. 2, to bring all positions in compliance with the State of California minimum wage requirement that became effective January 1, 2019, and the rates set forth in Attachment B-2 PRICE SCHEDULE shall be applied retroactively to January 1, 2019.

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 shall be attached to the original AGREEMENT executed by the County on January 1, 2016.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

Contracts/Purchasing Officer

Dated: 1-22-19

Approved as to Fiscal Provisions:

Deputy Auditor/Controller

Dated: 1-18-19

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

Deputy County Counsel

Dated: 1/18/19

CONTRACTOR

By:

Signature of Chair, President, or Vice-President

Carol de Leon, VP Sales & Service

Printed Name and Title

Dated: 1/17/2019

By:

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Jenny Le, Controller

Printed Name and Title

Dated: 1/17/2019

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. 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
FINAL

ATTACHMENT B-2 PRICE SCHEDULE
EFFECTIVE JANUARY 1, 2019

NOTE: Pay and bill rate increase to comply with minimum wage increase to $12.00 per hour effective Jan 1, 2019.

Company Name: Employnet

Authorized Proposer: Carol De Leon **Date:** 01/01/2019

COUNTY TITLE	BILL RATE	PAY RATE
ACCOUNT CLERK	$16.68-$29.19	$12.00-$21.00
ACCOUNTING TECHNICIAN	$20.85-$34.75	$15.00-$25.00
ADMINISTRATIVE ASSISTANT	$19.46-$31.97	$14.00-$21.00
DATA ENTRY	$16.68-$20.85	$12.00-$15.00
ELECTION BALLOT COLLECTION CLERK	$16.68-$22.24	$12.00-$16.00
ELECTION BALLOT INSPECTION CLERK	$16.68-$22.24	$12.00-$16.00
ELECTION CANDIDATE SERVICES ASST	$16.68-$22.24	$12.00-$16.00
ELECTION CANVASS CLERK	$16.68-$22.24	$12.00-$16.00
ELECTION HAND COUNT SPECIALIST	$16.68-$22.24	$12.00-$16.00
ELECTION MANUAL TALLY SPECIALIST	$16.68-$22.24	$12.00-$16.00
ELECTION PHONE BANK REPRESENTATIVE	$16.68-$25.02	$12.00-$18.00
ELECTION PRE/POST-LAT TECHNICIAN	$16.68-$22.24	$12.00-$16.00
ELECTION PRECINCT SERVICES SPECIALIST	$16.68-$25.02	$12.00-$18.00
ELECTION PRECINT SERVICES RECRUITER	$16.68-$22.24	$12.00-$16.00
ELECTION PROVISIONAL PROCESSING AIDE	$16.68-$22.24	$12.00-$16.00
ELECTION RECEPTIONIST	$16.68-$22.24	$12.00-$16.00
ELECTION RECONCILIATION SPECIALIST	$16.68-$22.24	$12.00-$16.00
ELECTION RECOUNT SPECIALIST	$16.68-$22.24	$12.00-$16.00
ELECTION REGISTRATION CLERK	$16.68-$22.24	$12.00-$16.00
ELECTION SORTING CLERK	$16.68-$22.24	$12.00-$16.00

COUNTY TILE	BILL RATE	PAY RATE
ELECTION TABULATION TECHNICIAN	$16.68-$22.24	$12.00-$16.00
ELECTION TRAINER	$16.68-$25.02	$12.00-$18.00
ELECTION VOTE BY MAIL ASST	$16.68-$22.24	$12.00-$16.00
ELECTION VOTE BY MAIL CLERK	$16.68-$22.24	$12.00-$16.00
ELECTION WORKER	$16.68-$22.24	$12.00-$16.00
FIELD INSPECTOR	$16.68-$25.02	$12.00-$18.00
HOSPITAL CUSTODIAN	$19.08-$23.85	$12.00-$15.00
HOSPITAL FOOD SERVICE WORKER	$19.08-$23.85	$12.00-$15.00
HOSPITAL MEDICAL UNIT CLERK	$19.08-$23.85	$12.00-$15.00
HOSPITAL NURSING ASST	$19.08-$28.62	$12.00-$18.00
HOSPITAL STOREKEEPER	$16.68-23.63	$12.00-$17.00
INVESTIGATIVE AIDE	$20.85-$25.02	$15.00-$18.00
IT INFRASTRUCTURE PROFESSIONAL	$30.24-$106.56	$21.00-$74.00
IT OPERATIONS SPECIALIST	$21.60-$86.40	$15.00-$60.00
IT PROGRAMMER ANALYST	$31.68-$73.44	$22.00-$51.00
IT TECHNICIAN	$30.24-$57.60	$21.00-$40.00
LABORER	$16.68-$20.85	$12.00-$15.00
LEGAL SECRETARY	$20.85-$26.41	$15.00-$19.00
LEGAL TYPIST	$16.68-$22.24	$12.00-$16.00
MEDICAL ASST	$22.26-$28.62	$14.00-$18.00
OFFICE ASST I	$16.68-$20.85	$12.00-$15.00
OFFICE ASST II	$18.07-$22.24	$13.00-$16.00
OFFICE ASST III	$19.46-$23.63	$14.00-$17.00
OUTREACH REPRESENTATIVE	$18.07-$25.02	$13.00-$18.00
PATIENT SERVICE REPRESENTATIVE	$16.68-$22.24	$12.00-$16.00
PETITION SPECIALIST	$16.68-$22.24	$12.00-$16.00
PROOF READER	$16.68- $25.02	$12.00-$18.00

COUNTY TILE	BILL RATE	PAY RATE
SECRETARIAL ASST	$16.68-$22.24	$12.00-$16.00
SECRETARY	$18.07-$25.02	$13.00-$21.00
SENIOR ACCOUNT CLERK	$19.46-$31.97	$14.00-$23.00
SENIOR SECRETARY	$20.85-$33.36	$15.00-$24.00
WAREHOUSE WORKER	$16.68-$22.24	$12.00-$16.00
WEBSITE DESIGNER	$25.02-$33.36	$18.00-$24.00
WORD PROCESSOR	$18.07-$25.02	$13.00-$18.00

*If County of Monterey refers candidate to Employnet, County will receive a payroll discounted markup rate of 35% and 40% for professional positions

CONTRACTOR'S ADDITIONAL POSITIONS PRICE SCHEDULE (OPTIONAL)

Company Name: Employnet

Name of authorized Proposer: Carol De Leon Date 01/01/2019

COUNTY TITLE	CONTRACTOR'S MATCHING POSITION TITLE	BILL RATE MARK-UP	SPECIAL HOURLY RATE (Health and Medical Facilities
CONTRACTOR'S ADDITIONAL Position(s) please list			
IT Infrastructure Professional	Network Administrator	44%	N/A
Medical Records Technician	Medical Records Technician	44%	N/A
WIB Coordinator	WIB Coordinator	39%	N/A
WIB Employment Rep I	WIB Employment Rep I	39%	N/A
WIB Employment Rep II	WIB Employment Rep II	39%	N/A
Accountant	Accountant	44%	N/A
Financial Analyst	Financial Anayst	44%	N/A
Graphic Designer	Graphic Designer	44%	N/A

If applicable, indicate special rate when assignment is at a Health or Medical Facility. Indicate N/A (not applicable, if CONTRACTOR does not have special rate(s).
*If County of Monterey refers candidate to Employnet, County will receive a payroll discounted markup rate of 35% and 40% for professional positions, 54% for medical positions.

-- End of Attachment B-2 --

Prepared by T. Skinner
FINAL

AMENDMENT #3
TO
COUNTYWIDE SERVICE AGREEMENT
BETWEEN
COUNTY OF MONTEREY
And
EMPLOYNET, INC.

THIS AMENDMENT NO. 3 is made to the Countywide Service Agreement for Temporary Employment Services by and between **EMPLOYNET, INC.,** hereinafter referred to as "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County" (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, the Parties entered into a Countywide Service Agreement dated January 7, 2016, pursuant to Request for Proposals #10495 (RFP) which required, among other things, that the proposed vendor include a statement of minimum pay rates for specified positions; and

WHEREAS, the CONTRACTOR, formerly Nova Management, Inc, completed an Assignment and Assumption AGREEMENT with the County on May 5, 2017 assigning all of the obligations originally entered into with Nova Management, Inc. over to Employnet, Inc.; and

WHEREAS, wherever appearing it the Countywide Service Agreement, the term CONTRACTOR shall refer to **Employnet, Inc**. rather than to **Nova Management, Inc.**; and

WHEREAS, Agreement was amendment by the Parties on December 18, 2018 (hereinafter, "Amendment No. 1" to extend the term for one (1) additional year through December 31, 2019 with no increase to the Agreement's not to exceed amount; and

WHEREAS, Agreement was amendment by the Parties on January 22, 2019 (hereinafter, "Amendment No. 2" to increase the minimum pay rate for several positions to a rate of no less that twelve dollars ($12.00) per hour to meet the minimum wage requirement for the state of California retroactive to January 1, 2019; and

WHEREAS, the Parties wish to amend the Countywide Service Agreement to extend the term for one (1) additional ~~yard~~ year through December 31, 2020 and increase the minimum pay rate for several positions to a rate of no less that thirteen dollars ($13.00) per hour to meet the minimum wage requirement for the state of California effective January 1, 2020.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the Countywide Service Agreement in the following manner:

1. Amend Section 5.1 "**The initial term shall commence with the signing of this AGREEMENT through and including December 31, 2019, with the option to extend this AGREEMENT for one (1) additional one (1) year period.**" and replacing it with

"The initial term shall commence with the signing of this AGREEMENT through and including December 31, 2020."

2. ATTACHMENT B-2: PRICE SCHEUDLE, dated January 1, 2019 is deleted in its entirety and replaced with ATTACHMENT B-3 PRICE SCHEDULE, dated November 18, 2019, attached hereto, and made part of this Amendment No. 3, to bring all positions in compliance with the State of California minimum wage requirement that becomes effective January 1, 2020, and the rates set forth in ATTACHMENT B-3 PRICE SCHEDULE shall be applied January 1, 2020.

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 January 1, 2016.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

Debra Wilson

Contracts/Purchasing Officer

Dated: 19 dec 2019

Approved as to Fiscal Provisions:

B Masa

Deputy Auditor/Controller

Dated: 12/18/19

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

Elaina Pantel

Deputy County Counsel

Dated: 12/18/19

EMPLOYNET, INC.

By:

Signature of Chair, President, or Vice-President

Charles Tyer President

Printed Name and Title

Dated: 12-10-19

By:

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Carol deLeon, VP Sales

Printed Name and Title

Dated: 12/10/2019

*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.

ATTACHMENT B-3 PRICE SCHEDULE
EFFECTIVE JANUARY 1, 2020

NOTE: Pay and bill rate increase to comply with minimum wage increase to $13.00 per hour effective Jan. 1, 2020

Company Name: Employnet, Inc.

Authorized Proposer: Carol De Leon **Date:** 11/18/2019

COUNTY TITLE	BILL RATE	PAY RATE
ACCOUNT CLERK	$18.07-$30.58	$13.00-$22.00
ACCOUNTING TECHNICIAN	$20.85-$36.14	$15.00-$26.00
ADMINISTRATIVE ASSISTANT	$19.46-$30.58	$14.00-$22.00
DATA ENTRY	$18.07-$22.24	$13.00-$16.00
ELECTION BALLOT COLLECTION CLERK	$18.07-$23.63	$13.00-$17.00
ELECTION BALLOT INSPECTION CLERK	$18.07-$23.63	$13.00-$17.00
ELECTION CANDIDATE SERVICES ASST	$18.07-$23.63	$13.00-$17.00
ELECTION CANVASS CLERK	$18.07-$23.63	$13.00-$17.00
ELECTION HAND COUNT SPECIALIST	$18.07-$23.63	$13.00-$17.00
ELECTION MANUAL TALLY SPECIALIST	$18.07-$23.63	$13.00-$17.00
ELECTION PHONE BANK REPRESENTATIVE	$18.07-$23.63	$13.00-$17.00
ELECTION PRE/POST-LAT TECHNICIAN	$18.07-$23.63	$13.00-$17.00
ELECTION PRECINCT SERVICES SPECIALIST	$18.07-$26.41	$13.00-$19.00
ELECTION PRECINT SERVICES RECRUITER	$18.07-$27.80	$13.00-$20.00
ELECTION PROVISIONAL PROCESSING AIDE	$18.07-$23.63	$13.00-$17.00
ELECTION RECEPTIONIST	$18.07-$23.63	$13.00-$17.00
ELECTION RECONCILIATION SPECIALIST	$18.07-$23.63	$13.00-$17.00
ELECTION RECOUNT SPECIALIST	$18.07-$23.63	$13.00-$17.00
ELECTION REGISTRATION CLERK	$18.07-$23.63	$13.00-$17.00
ELECTION SORTING CLERK	$18.07-$23.63	$13.00-$17.00

COUNTY TILE	BILL RATE	PAY RATE
ELECTION TABULATION TECHNICIAN	$18.07-$23.63	$13.00-$17.00
ELECTION TRAINER	$18.07-$26.41	$13.00-$19.00
ELECTION VOTE BY MAIL ASST	$18.07-$23.63	$13.00-$17.00
ELECTION VOTE BY MAIL CLERK	$18.07-$23.63	$13.00-$17.00
ELECTION WORKER	$18.07-$23.63	$13.00-$17.00
FIELD INSPECTOR	$18.07-$26.41	$13.00-$19.00
HOSPITAL CUSTODIAN	$18.07-$23.63	$13.00-$17.00
HOSPITAL FOOD SERVICE WORKER	$18.07-$23.63	$13.00-$17.00
HOSPITAL MEDICAL UNIT CLERK	$18.07-$23.63	$13.00-$17.00
HOSPITAL NURSING ASST	$18.07-$26.41	$13.00-$19.00
HOSPITAL STOREKEEPER	$18.07-$25.02	$13.00-$18.00
INVESTIGATIVE AIDE	$22.24-$26.41	$16.00-$19.00
IT INFRASTRUCTURE PROFESSIONAL	$29.19-102.86	$21.00-$74.00
IT OPERATIONS SPECIALIST	$20.85-$83.40	$15.00-$60.00
IT PROGRAMMER ANALYST	$30.58-$70.89	$22.00-51.00
IT TECHNICIAN	$29.19-$55.60	$21.00-40.00
LABORER	$18.07-$23.63	$13.00-$17.00
LEGAL SECRETARY	$20.85-$30.58	$13.00-$17.00
LEGAL TYPIST	$18.07-$25.02	$13.00-$18.00
MEDICAL ASST	$19.46-$26.41	$13.00-$18.00
OFFICE ASST I	$18.07-$23.63	$13.00-$17.00
OFFICE ASST II	$19.46-$25.02	$14.00-$18.00
OFFICE ASST III	$20.85-$27.80	$15.00-$20.00
OUTREACH REPRESENTATIVE	$19.46-$27.80	$14.00-$20.00
PATIENT SERVICE REPRESENTATIVE	$18.07-$23.63	$13.00-$17.00
PETITION SPECIALIST	$18.07-$23.63	$13.00-$17.00
PROOF READER	$18.07-$27.80	$13.00-$20.00
SECRETARIAL ASST	$18.07-$27.80	$13.00-$20.00

COUNTY TILE	BILL RATE	PAY RATE
SECRETARY	$19.46-$30.58	$14.00-$22.00
SENIOR ACCOUNT CLERK	$20.85-$34.75	$15.00-$25.00
SENIOR SECRETARY	$20.85-$34.75	$15.00-$25.00
WAREHOUSE WORKER	$18.07-$23.63	$13.00-$17.00
WEBSITE DESIGNER	$25.02-$34.75	$18.00-$25.00
WORD PROCESSOR	$18.07-$26.41	$13.00-$19.00

*If County of Monterey refers candidate to Employnet, County will receive a payroll discounted markup rate of 35% and 40% for professional positions.

CONTRACTORS ADDITIONAL POSITIONS PRICE SCHEDULE (OPTIONAL)

NOTE: Pay and bill rate increase to comply with minimum wage increase to $13.00 per hour effective Jan. 1, 2020

Company Name: Employnet

Authorized Proposer: Carol De Leon **Date:** 11/25/2019

COUNTY TITLE	CONTRACTOR'S MATCHING POSITION TITLE	REGULAR HOURLY RATE	SPECIAL HOURLY RATE (Health & Medical Facilities)
CONTRACTOR'S ADDITIONAL Position(s) please list			
IT Infrastructure Professional	Network Administrator	44%	N/A
Medical Records Technician	Medical Records Technician	44%	N/A
WIB Coordinator	WIB Coordinator	39%	N/A
WIB Employment Rep I	WIB Employment Rep I	39%	N/A
WIB Employment Rep II	WIB Employment Rep II	39%	N/A
Accountant	Accountant	44%	N/A
Financial Analyst	Financial Analyst	44%	N/A
Graphic Designer	Graphic Designer	44%	N/A

If applicable, indicate special rate when assignment is at a Health or Medical Facility. Indicate N/A (not applicable), if CONTRACTOR does not have special rate(s).
*If County of Monterey refers candidate to Employnet, County will receive a payroll discounted markup rate of 35% and 40% for professional positions, 54% for medical positions.

-- End of Attachment B-3 --

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AMENDMENT #4
TO
COUNTYWIDE SERVICE AGREEMENT
BETWEEN
COUNTY OF MONTEREY
And
EMPLOYNET, INC.

THIS AMENDMENT NO. 4 is made to the Countywide Service Agreement for Temporary Employment Services by and between **EMPLOYNET, INC.,** hereinafter referred to as "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County" (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, the Parties entered into a Countywide Service Agreement dated January 7, 2016, pursuant to Request for Proposals #10495 (RFP) which required, among other things, that the proposed vendor include a statement of minimum pay rates for specified positions; and

WHEREAS, the CONTRACTOR, formerly Nova Management, Inc, completed an Assignment and Assumption AGREEMENT with the County on May 5, 2017 assigning all of the obligations originally entered into with Nova Management, Inc. over to Employnet, Inc.; and

WHEREAS, wherever appearing it the Countywide Service Agreement, the term CONTRACTOR shall refer to **Employnet, Inc**. rather than to **Nova Management, Inc**.; and

WHEREAS, Agreement was amended by the Parties on December 18, 2018 (hereinafter, "Amendment No. 1" to extend the term for one (1) additional year through December 31, 2019 with no increase to the Agreement's not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on January 22, 2019 (hereinafter, "Amendment No. 2" to increase the minimum pay rate for several positions to a rate of no less that twelve dollars ($12.00) per hour to meet the minimum wage requirement for the state of California retroactive to January 1, 2019; and

WHEREAS, Agreement was amended by the Parties on December 19, 2019 (hereinafter, "Amendment No. 3" to extend the term for one (1) additional year through December 31, 2020 and to increase the minimum pay rate for several positions to a rate of no less that thirteen dollars ($13.00) per hour to meet the minimum wage requirement for the state of California beginning January 1, 2020; and

WHEREAS, the Parties wish to amend the Countywide Service Agreement to extend the term for six (6) additional months through June 30, 2021 to allow a new RFP to be completed and increase the minimum pay rate for several positions to a rate of no less that fourteen dollars ($14.00) per hour to meet the minimum wage requirement for the state of California effective January 1, 2021.

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NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the Countywide Service Agreement in the following manner:

1. Amend Section 5.1 "**The initial term shall commence with the signing of this AGREEMENT through and including December 31, 2019, with the option to extend this AGREEMENT for one (1) additional one (1) year period**." and replacing it with "**The initial term shall commence with the signing of this AGREEMENT through and including June 30, 2021.**"

2. ATTACHMENT B-3: PRICE SCHEUDLE, dated January 1, 2020 is deleted in its entirety and replaced with ATTACHMENT B-4 PRICE SCHEDULE, dated November 25, 2020, attached hereto, and made part of this Amendment No. 4, to bring all positions in compliance with the State of California minimum wage requirement that becomes effective January 1, 2021, and the rates set forth in ATTACHMENT B-4 PRICE SCHEDULE shall be applied January 1, 2021.

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 January 7, 2016.

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IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

DocuSigned by:
Debra Wilson, Contracts/Purchasing Supervisor
Contracts/Purchasing Officer

Dated: 12/4/2020 | 3:46 PM PST

Approved as to Fiscal Provisions:

DocuSigned by:
Gary Giboney
Deputy Auditor/Controller

Dated: 12/4/2020 | 3:22 PM PST

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:
Marina Pantchenko
Deputy County Counsel

Dated: 12/4/2020 | 3:15 PM PST

EMPLOYNET, INC.

By: DocuSigned by: Charles Tope
Signature of Chair, President, or Vice-President

Charles Tope President
Printed Name and Title

Dated: 12/3/2020 | 11:44 AM PST

By: DocuSigned by: Carol deLeon
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Carol deLeon VP
Printed Name and Title

Dated: 12/3/2020 | 4:53 PM PST

*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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ATTACHMENT B-4 PRICE SCHEDULE
EFFECTIVE JANUARY 1, 2021

NOTE: Pay and bill rate increase to comply with minimum wage increase to $14.00 per hour effective Jan. 1, 2021

Company Name: Employnet, Inc.

Authorized Proposer: Carol De Leon **Date**: November 25, 2020

COUNTY TITLE	2021 PAY RATE	2021 BILL RATE
ACCOUNT CLERK	14.00 - 23.00	19.46 - 31.97
ACCOUNTING TECHNICIAN	16.00 - 27.00	22.24 – 37.53
ADMINISTRATIVE ASSISTANT	15.00 - 23.00	20.85 - 31.97
DATA ENTRY	14.00 - 17.00	19.46 - 23.63
ELECTION BALLOT COLLECTION CLERK	14.00 - 18.00	19.46 - 25.02
ELECTION BALLOT INSPECTION CLERK	14.00 - 18.00	19.46 - 25.02
ELECTION CANDIDATE SERVICES ASST	14.00 - 18.00	19.46 - 25.02
ELECTION CANVASS CLERK	14.00 - 18.00	19.46 - 25.02
ELECTION HAND COUNT SPECIALIST	14.00 - 18.00	19.46 - 25.02
ELECTION MANUAL TALLY SPECIALIST	14.00 - 18.00	19.46 - 25.02
ELECTION PHONE BANK REPRESENTATIVE	14.00 - 18.00	19.46 - 25.02
ELECTION PRE/POST-LAT TECHNICIAN	14.00 - 18.00	19.46 - 25.02
ELECTION PRECINCT SERVICES SPECIALIST	14.00 - 20.00	19.46 - 27.80
ELECTION PRECINT SERVICES RECRUITER	14.00 - 18.00	19.46 - 25.02
ELECTION PROVISIONAL PROCESSING AIDE	14.00 - 18.00	19.46 - 25.02
ELECTION RECEPTIONIST	14.00 - 18.00	19.46 - 25.02
ELECTION RECONCILIATION SPECIALIST	14.00 - 18.00	19.46 - 25.02
ELECTION RECOUNT SPECIALIST	14.00 - 18.00	19.46 - 25.02
ELECTION REGISTRATION CLERK	14.00 - 18.00	19.46 - 25.02
ELECTION SORTING CLERK	14.00 - 18.00	19.46 - 25.02

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ELECTION TABULATION TECHNICIAN	14.00 - 18.00	19.46 - 25.02
ELECTION TRAINER	14.00 - 20.00	19.46 - 27.80
ELECTION VOTE BY MAIL ASST	14.00 - 18.00	19.46 - 25.02
ELECTION VOTE BY MAIL CLERK	14.00 - 18.00	19.46 - 25.02
ELECTION WORKER	14.00 - 18.00	19.46 - 25.02
FIELD INSPECTOR	14.00 - 20.00	19.46 - 27.80
HOSPITAL CUSTODIAN	14.00 - 18.00	22.26 - 28.62
HOSPITAL FOOD SERVICE WORKER	14.00 - 18.00	22.26 - 28.62
HOSPITAL MEDICAL UNIT CLERK	14.00 - 18.00	19.46 - 25.02
HOSPITAL NURSING ASST	14.00 - 20.00	22.26 - 31.80
HOSPITAL STOREKEEPER	14.00 - 19.00	22.26 - 30.21
INVESTIVATIVE AIDE	17.00 - 20.00	23.63 - 27.80
IT INFRASTRUCTURE PROFESSIONAL	22.00 - 75.00	30.58 - 104.25
IT OPERATIONS SPECIALIST	16.00 - 61.00	22.24 - 84.79
IT PROGRAMMER ANALYST	23.00 -52.00	31.97 - 72.28
IT TECHNICIAN	22.00 - 41.00	30.58 - 56.99
LABORER	14.00 - 18.00	19.46 - 25.02
LEGAL SECRETARY	16.00 - 23.00	22.24 - 31.97
LEGAL TYPIST	14.00 - 19.00	19.46 - 26.41
MEDICAL ASST	15.00 - 20.00	23.85 - 31.80
OFFICE ASST I	14.00 - 18.00	19.46 - 25.02
OFFICE ASST II	15.00 - 19.00	20.85 - 26.41
OFFICE ASST III	16.00 - 19.00	22.24 - 26.41
OUTREACH REPRESENTATIVE	15.00 - 20.00	20.85 - 27.80
PETITION SPECIALIST	14.00 - 18.00	19.46 - 25.02
PROOF READER	14.00 - 21.00	19.46 - 29.19
SECRETARIAL ASST	14.00 - 21.00	19.46 - 29.19
SECRETARY	15.00 - 23.00	20.85 - 31.97

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SENIOR ACCOUNT CLERK	16.00 - 26.00	22.24 - 36.14
SENIOR SECRETARY	16.00 - 26.00	22.24 - 36.14
WAREHOUSE WORKER	14.00 - 18.00	19.46 - 25.02
WEBSITE DESIGNER	19.00 - 26.00	26.41 - 36.14
WORD PROCESSOR	14.00 - 20.00	19.46 - 27.80

CONTRACTORS ADDITIONAL POSITIONS PRICE SCHEDULE (OPTIONAL)

COUNTY TITLE	CONTRACTOR'S MATCHING POSITION TITLE	REGULAR HOURLY RATE	SPECIAL HOURLY RATE (Health & Medical Facilities)
CONTRACTOR'S ADDITIONAL Position(s) please list			
IT Infrastructure Professional	Network Administrator	44%	N/A
Medical Records Technician	Medical Records Technician	44%	N/A
WIB Coordinator	WIB Coordinator	39%	N/A
WIB Employment Rep I	WIB Employment Rep I	39%	N/A
WIB Employment Rep II	WIB Employment Rep II	39%	N/A
Accountant	Accountant	44%	N/A
Financial Analyst	Financial Analyst	44%	N/A
Graphic Designer	Graphic Designer	44%	N/A

If applicable, indicate special rate when assignment is at a Health or Medical Facility. Indicate N/A (not applicable), if CONTRACTOR does not have special rate(s).
*If County of Monterey refers candidate to Employnet, County will receive a payroll discounted markup rate of 35% and 40% for professional positions, 54% for medical positions.

-- End of Attachment B-4 --

Monterey County

Board Report

Legistar File Number: RES 21-173

Item No.20

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

October 05, 2021

Introduced: 9/27/2021

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 the Office Assistant I, II, and III, Principal Office Assistant, Supervising Office Assistant I and II, Secretarial Assistant, Secretary, Senior Secretary, and Administrative Secretary classifications as indicated in Attachment A;
b. 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 the Office Assistant I, II, and III, Principal Office Assistant, Supervising Office Assistant I and II, Secretarial Assistant, Secretary, Senior Secretary, and Administrative Secretary classifications as indicated in Attachment A;
b. Direct the Human Resources Department to implement the changes in the Advantage HRM system.

SUMMARY/DISCUSSION:
The Human Resources Department completed a base wage compensation study of the Office Assistant and Secretary classification series. The Office Assistant and Secretary series includes the following:

Class Code	Class Title	Class Code	Class Title
80E82	Supervising Office Assistant II	80A33	Administrative Secretary
80E81	Supervising Office Assistant I	80A32	Senior Secretary
80E80	Principal Office Assistant	**80A31**	**Secretary**
80E22	**Office Assistant III**	80A30	Secretarial Assistant
80E21	Office Assistant II		
80E01	Office Assistant I		

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
Office Assistant III	-12.95%
Secretary	-5.95%

The Human Resources Department recommends implementing the base wage compensation study findings by adjusting the top step of the base wage salary of each classification within the series according to the percentages listed above which maintains the approximate current spread within the levels of the series at top step as indicated below:

Office Assistant Series

Class Code	Class Title	Current Step 7 Hourly	% Diff	Proposed Step 7 Hourly	% Diff
80E82	Supervising Office Assistant II	$33.009	8.56%	$37.284	8.57%
80E81	Supervising Office Assistant I	$30.405	13.03%	$34.342	13.02%
80E80	Principal Office Assistant	$26.901	9.94%	$30.385	9.94%
80E22	Office Assistant III	$24.469	9.41%	$27.638	9.41%
80E21	Office Assistant II	$22.365	16.69%	$25.261	16.69%
80E01	Office Assistant I	$19.166		$21.648	

Secretary Series

Class Code	Class Title	Current Step 7 Hourly	% Diff	Proposed Step 7 Hourly	% Diff
80A33	Administrative Secretary	$32.040	11.04%	$33.946	11.04%
80A32	Senior Secretary	$28.855	10.50%	$30.572	10.50%
80A31	Secretary	$26.114	9.97%	$27.668	9.97%
80A30	Secretarial Assistant	$23.747		$25.160	

There are no recommended changes to Bargaining Unit, FLSA designation, step placement, probation, seniority etc. The recommended base wage adjustments apply to permanent and temporary employees in the listed classifications.

OTHER AGENCY INVOLVEMENT:
The impacted departments have reviewed and concur with the recommendations. SEIU has been informed of these recommendations.

FINANCING:
The annualized salary and benefits increase to implement the base wage salary increases is approximately $2,662,744. The costing for the base wage salary increases was calculated on actual employee classifications, which may differ from the budgeted FTE count due to underfilling positions that are not included within the Office Assistant and Secretary classification series. It is the intent that the impacted departments/agency will absorb the increases within existing appropriations and, if necessary, budget augmentations will be brought forward for consideration in the latter part of the

fiscal year.

The approximate total annualized salary and benefits increase for impacted departments are as follows:

Department/Agency	Approximate Financial Impact ($)	Approximate Total FTE
Agricultural Commissioner	13,842	2
Assessor-Clerk-Recorder	148,944	19
County Administrative Office	19,349	4
Child Support Services	16,800	2
Cooperative Extension Service	3,715	1
Health	291,092	39
Housing and Community Development	145,599	21
Information Technology	17,486	2
Natividad	445,839	58.55
Probation	189,908	25
Public Defender	7,626	1
Public Works, Facilities, and Parks	64,437	12
Sheriff-Coroner	29,554	4
Social Services	1,260,208	170
Water Resources Agency	8,345	1
Totals	**2,662,744**	**362**

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
__ Infrastructure
__ Public Safety

Prepared by: Jovany Luna, Associate Personnel Analyst
Approved by: Irma Ramirez-Bough, Director of Human Resources

Attachment:
Attachment A
Resolution

DocuSign Envelope ID: 9859778B-9A97-40A1-B5E3-EDFF6174DAA5

Monterey County

Board Report

Legistar File Number: RES 21-173

Item No.12

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

October 05, 2021

Introduced: 9/27/2021

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 the Office Assistant I, II, and III, Principal Office Assistant, Supervising Office Assistant I and II, Secretarial Assistant, Secretary, Senior Secretary, and Administrative Secretary classifications as indicated in Attachment A;
b. 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 the Office Assistant I, II, and III, Principal Office Assistant, Supervising Office Assistant I and II, Secretarial Assistant, Secretary, Senior Secretary, and Administrative Secretary classifications as indicated in Attachment A;
b. Direct the Human Resources Department to implement the changes in the Advantage HRM system.

SUMMARY/DISCUSSION:
The Human Resources Department completed a base wage compensation study of the Office Assistant and Secretary classification series. The Office Assistant and Secretary series includes the following:

Class Code	Class Title	Class Code	Class Title
80E82	Supervising Office Assistant II	80A33	Administrative Secretary
80E81	Supervising Office Assistant I	80A32	Senior Secretary
80E80	Principal Office Assistant	**80A31**	**Secretary**
80E22	**Office Assistant III**	80A30	Secretarial Assistant
80E21	Office Assistant II		
80E01	Office Assistant I		

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
Office Assistant III	-12.95%
Secretary	-5.95%

The Human Resources Department recommends implementing the base wage compensation study

findings by adjusting the top step of the base wage salary of each classification within the series according to the percentages listed above which maintains the approximate current spread within the levels of the series at top step as indicated below:

Office Assistant Series

Class Code	Class Title	Current Step 7 Hourly	% Diff	Proposed Step 7 Hourly	% Diff
80E82	Supervising Office Assistant II	$33.009	8.56%	$37.284	8.57%
80E81	Supervising Office Assistant I	$30.405	13.03%	$34.342	13.02%
80E80	Principal Office Assistant	$26.901	9.94%	$30.385	9.94%
80E22	Office Assistant III	$24.469	9.41%	$27.638	9.41%
80E21	Office Assistant II	$22.365	16.69%	$25.261	16.69%
80E01	Office Assistant I	$19.166		$21.648	

Secretary Series

Class Code	Class Title	Current Step 7 Hourly	% Diff	Proposed Step 7 Hourly	% Diff
80A33	Administrative Secretary	$32.040	11.04%	$33.946	11.04%
80A32	Senior Secretary	$28.855	10.50%	$30.572	10.50%
80A31	Secretary	$26.114	9.97%	$27.668	9.97%
80A30	Secretarial Assistant	$23.747		$25.160	

There are no recommended changes to Bargaining Unit, FLSA designation, step placement, probation, seniority etc. The recommended base wage adjustments apply to permanent and temporary employees in the listed classifications.

OTHER AGENCY INVOLVEMENT:
The impacted departments have reviewed and concur with the recommendations. SEIU has been informed of these recommendations.

FINANCING:
The annualized salary and benefits increase to implement the base wage salary increases is approximately $2,662,744. The costing for the base wage salary increases was calculated on actual employee classifications, which may differ from the budgeted FTE count due to underfilling positions that are not included within the Office Assistant and Secretary classification series. It is the intent that the impacted departments/agency will absorb the increases within existing appropriations and, if necessary, budget augmentations will be brought forward for consideration in the latter part of the fiscal year.

The approximate total annualized salary and benefits increase for impacted departments are as follows:

Department/Agency	Approximate Financial Impact ($)	Approximate Total FTE
Agricultural Commissioner	13,842	2
Assessor-Clerk-Recorder	148,944	19

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County Administrative Office	19,349	4
Child Support Services	16,800	2
Cooperative Extension Service	3,715	1
Health	291,092	39
Housing and Community Development	145,599	21
Information Technology	17,486	2
Natividad	445,839	58.55
Probation	189,908	25
Public Defender	7,626	1
Public Works, Facilities, and Parks	64,437	12
Sheriff-Coroner	29,554	4
Social Services	1,260,208	170
Water Resources Agency	8,345	1
Totals	**2,662,744**	**362**

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
__ Infrastructure
__ Public Safety

Prepared by: Jovany Luna, Associate Personnel Analyst DocuSigned by: Jovany Luna Correa 0E2EBA45442A402...
Approved by: Irma Ramirez-Bough, Director of Human Resources DocuSigned by: Irma Ramirez-Bough A7F557420537420...

Attachment:
Attachment A
Resolution

ATTACHMENT A

Adjust base wage of the following classifications as indicated below:

Classification Title: **Office Assistant I**												
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
$15.850 $1,268.01 $2,747	$16.722 $1,337.75 $2,898	$17.642 $1,411.32 $3,058	$18.612 $1,488.94 $3,226	$19.635 $1,570.83 $3,403	$20.617 $1,649.37 $3,574	$21.648 $1,731.84 $3,752	80E01	18	OC	8810	J	N

*provided for information purposes only

Classification Title: **Office Assistant II**												
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
$18.496 $1,479.64 $3,206	$19.513 $1,561.02 $3,382	$20.586 $1,646.87 $3,568	$21.718 $1,737.44 $3,764	$22.912 $1,833.00 $3,971	$24.058 $1,924.65 $4,170	$25.261 $2,020.88 $4,379	80E21	18	OC	8810	J	N

*provided for information purposes only

Classification Title: **Office Assistant III**												
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
$20.236 $1,618.87 $3,508	$21.349 $1,707.91 $3,700	$22.523 $1,801.84 $3,904	$23.762 $1,900.93 $4,119	$25.068 $2,005.48 $4,345	$26.322 $2,105.75 $4,562	$27.638 $2,211.04 $4,791	80E22	17	OC	8810	J	N

*provided for information purposes only

Classification Title: **Principal Office Assistant**												
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	W G *	EEO Cat*	W/C*	BU	FLSA Code*
$22.247 $1,779.78 $3,856	$23.471 $1,877.66 $4,068	$24.762 $1,980.93 $4,292	$26.123 $2,089.87 $4,528	$27.560 $2,204.81 $4,777	$28.938 $2,315.05 $5,016	$30.385 $2,430.80 $5,267	80E80	17	OC	8810	J	N

*provided for information purposes only

Classification Title: **Supervising Office Assistant I**												
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
$25.144 $2,011.56 $4,358	$26.527 $2,122.19 $4,598	$27.986 $2,238.90 $4,851	$29.525 $2,362.03 $5,118	$31.149 $2,491.94 $5,399	$32.707 $2,616.53 $5,669	$34.342 $2,747.36 $5,953	80E81	17	OC	8810	F	E

*provided for information purposes only

Classification Title: **Supervising Office Assistant II**												
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
$27.299 $2,183.88 $4,732	$28.800 $2,303.99 $4,992	$30.384 $2,430.70 $5,267	$32.055 $2,564.38 $5,556	$33.818 $2,705.42 $5,862	$35.509 $2,840.69 $6,155	$37.284 $2,982.72 $6,463	80E82	17	OC	8810	F	E

*provided for information purposes only

Classification Title: **Secretarial Assistant**												
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	W G *	EEO Cat*	W/C*	BU	FLSA Code*
$18.422 $1,473.73 $3,193	$19.435 $1,554.78 $3,369	$20.504 $1,640.29 $3,554	$21.631 $1,730.50 $3,749	$22.821 $1,825.67 $3,956	$23.962 $1,916.95 $4,153	$25.160 $2,012.80 $4,361	80A30	18	OC	8810	J	N

*provided for information purposes only

Classification Title: **Secretary**												
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
$20.258 $1,620.63 $3,511	$21.372 $1,709.76 $3,704	$22.547 $1,803.79 $3,908	$23.787 $1,903.00 $4,123	$25.096 $2,007.66 $4,350	$26.350 $2,108.04 $4,567	$27.668 $2,213.44 $4,796	80A31	18	OC	8810	J	N

*provided for information purposes only

Classification Title: **Senior Secretary**												
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
$22.384 $1,790.73 $3,880	$23.615 $1,889.22 $4,093	$24.914 $1,993.12 $4,318	$26.284 $2,102.73 $4,556	$27.730 $2,218.38 $4,806	$29.116 $2,329.30 $5,047	$30.572 $2,445.76 $5,299	80A32	17	OC	8810	J	N

*provided for information purposes only

Classification Title: **Administrative Secretary**												
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
$24.855 $1,988.36 $4,308	$26.221 $2,097.71 $4,545	$27.664 $2,213.08 $4,795	$29.185 $2,334.80 $5,059	$30.790 $2,463.20 $5,337	$32.330 $2,586.36 $5,604	$33.946 $2,715.68 $5,884	80A33	17	OC	8810	J	N

*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. 21-018)
HRM Control No. 21-016)

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 the Office Assistant I, II, and III, Principal Office Assistant, Supervising Office Assistant I and II, Secretarial Assistant, Secretary, Senior Secretary, and Administrative Secretary classifications as indicated in Attachment A;)

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

WHEREAS, The Human Resources Department completed a base wage compensation study of the Office Assistant and Secretary classification series; and

WHEREAS, the study found that the base wage of the two (2) benchmark classifications within each series are more than 5% below the County's comparable agencies; and

WHEREAS, the Human Resources Department recommends adjusting the base wage salary ranges at top step and to maintain the spread within 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 the Office Assistant I, II, and III, Principal Office Assistant, Supervising Office Assistant I and II, Secretarial Assistant, Secretary, Senior Secretary, and Administrative Secretary classifications as indicated below:

Classification Title: **Office Assistant I**												
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	W G *	EEO Cat*	W/C*	BU	FLSA Code*
$15.850 $1,268.01 $2,747	$16.722 $1,337.75 $2,898	$17.642 $1,411.32 $3,058	$18.612 $1,488.94 $3,226	$19.635 $1,570.83 $3,403	$20.617 $1,649.37 $3,574	$21.648 $1,731.84 $3,752	80E01	18	OC	8810	J	N

*provided for information purposes only

Classification Title: **Office Assistant II**												
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
$18.496 $1,479.64 $3,206	$19.513 $1,561.02 $3,382	$20.586 $1,646.87 $3,568	$21.718 $1,737.44 $3,764	$22.912 $1,833.00 $3,971	$24.058 $1,924.65 $4,170	$25.261 $2,020.88 $4,379	80E21	18	OC	8810	J	N

*provided for information purposes only

Classification Title: **Office Assistant III**												
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	W G *	EEO Cat*	W/C*	BU	FLSA Code*
$20.236 $1,618.87 $3,508	$21.349 $1,707.91 $3,700	$22.523 $1,801.84 $3,904	$23.762 $1,900.93 $4,119	$25.068 $2,005.48 $4,345	$26.322 $2,105.75 $4,562	$27.638 $2,211.04 $4,791	80E22	17	OC	8810	J	N

*provided for information purposes only

Classification Title: **Principal Office Assistant**												
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
$22.247 $1,779.78 $3,856	$23.471 $1,877.66 $4,068	$24.762 $1,980.93 $4,292	$26.123 $2,089.87 $4,528	$27.560 $2,204.81 $4,777	$28.938 $2,315.05 $5,016	$30.385 $2,430.80 $5,267	80E80	17	OC	8810	J	N

*provided for information purposes only

Classification Title: **Supervising Office Assistant I**												
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
$25.144 $2,011.56 $4,358	$26.527 $2,122.19 $4,598	$27.986 $2,238.90 $4,851	$29.525 $2,362.03 $5,118	$31.149 $2,491.94 $5,399	$32.707 $2,616.53 $5,669	$34.342 $2,747.36 $5,953	80E81	17	OC	8810	F	E

*provided for information purposes only

Classification Title: **Supervising Office Assistant II**												
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
$27.299 $2,183.88 $4,732	$28.800 $2,303.99 $4,992	$30.384 $2,430.70 $5,267	$32.055 $2,564.38 $5,556	$33.818 $2,705.42 $5,862	$35.509 $2,840.69 $6,155	$37.284 $2,982.72 $6,463	80E82	17	OC	8810	F	E

*provided for information purposes only

Classification Title: **Secretarial Assistant**												
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	W G *	EEO Cat*	W/C*	BU	FLSA Code*
$18.422 $1,473.73 $3,193	$19.435 $1,554.78 $3,369	$20.504 $1,640.29 $3,554	$21.631 $1,730.50 $3,749	$22.821 $1,825.67 $3,956	$23.962 $1,916.95 $4,153	$25.160 $2,012.80 $4,361	80A30	18	OC	8810	J	N

*provided for information purposes only

Classification Title: **Secretary**												
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	W G *	EEO Cat*	W/C*	BU	FLSA Code*
$20.258 $1,620.63 $3,511	$21.372 $1,709.76 $3,704	$22.547 $1,803.79 $3,908	$23.787 $1,903.00 $4,123	$25.096 $2,007.66 $4,350	$26.350 $2,108.04 $4,567	$27.668 $2,213.44 $4,796	80A31	18	OC	8810	J	N

*provided for information purposes only

Classification Title: **Senior Secretary**												
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
$22.384 $1,790.73 $3,880	$23.615 $1,889.22 $4,093	$24.914 $1,993.12 $4,318	$26.284 $2,102.73 $4,556	$27.730 $2,218.38 $4,806	$29.116 $2,329.30 $5,047	$30.572 $2,445.76 $5,299	80A32	17	OC	8810	J	N

*provided for information purposes only

Classification Title: **Administrative Secretary**												
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
$24.855 $1,988.36 $4,308	$26.221 $2,097.71 $4,545	$27.664 $2,213.08 $4,795	$29.185 $2,334.80 $5,059	$30.790 $2,463.20 $5,337	$32.330 $2,586.36 $5,604	$33.946 $2,715.68 $5,884	80A33	17	OC	8810	J	N

*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
County of Monterey, State of California

By _____
, Deputy

Monterey County

Board Report

Legistar File Number: RES 21-169

Item No.21

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

October 05, 2021

Introduced: 9/16/2021

Current Status: RMA Administration - Consent

Version: 1

Matter Type: Successor Resolution

Adopt a resolution to:
a. Amend the Housing and Community Development Department (HCD) Budget Unit Administration, 406-3100-8572-HCD010 to increase appropriations of $3,403,777 and estimated revenues in the amount of $3,403,777; and
b. Authorize and direct the Auditor-Controller and County Administrative Office to incorporate the changes in the FY 2021-22 Housing and Community Development Department Adopted Budget, 406-3100-8572-HCD010 (4/5th vote required).

RECOMMENDATION:
It is recommended that the Board of Supervisors adopt a resolution to:
a. Amend the Housing and Community Development Department (HCD) Budget Unit Administration, 406-3100-8572-HCD010 to increase appropriations of $3,403,777 and estimated revenues in the amount of $3,403,777; and
b. Authorize and direct the Auditor-Controller and County Administrative Office to incorporate the changes in the FY 2021-22 Housing and Community Development Department Adopted Budget, 406-3100-8572-HCD010.

SUMMARY/DISCUSSION:
In July 2020, the Board of Supervisors received a report by Citygate Associates that provided 76 recommendations. In accordance with recommendations, the Board directed splitting the Resource Management Agency (RMA) into two departments. Through this process it was determined that the Successor Agency to the Redevelopment Agency of the County of Monterey (Successor Agency) would be assigned to the Housing and Community Development Department (HCD).

The former RMA requested new Department and Unit Appropriation Codes, but the Appropriation Unit for the Successor Agency was not provided. It has become necessary for this Fund to have an Appropriation Unit. Once approved HCD will work with the Auditor Controller to establish the Appropriation Unit within the Advantage Financial System in order for HCD to transact appropriate business.

OTHER AGENCY INVOLVEMENT:
The Budget Office and County Counsel have reviewed and approved the report and supports the recommendations.

FINANCING:
The amount of $3,403,777 agrees with the FY2021-22 Recognized Obligation Repayment Schedule submitted to and approved by the State of California Department of Finance for the current Fiscal Year (FY2021-22). The source of Revenue is the Tax Increment distributed semi-annually by the Auditor Controllers Office.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The request supports the Board of Supervisors' Administration Initiatives by facilitating the clear and efficient use of staff time and allocation of staff salary budget.

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

Prepared by: Lori Woodle, Finance Manager I, HCD
Approved by: Melanie Beretti, Housing & Special Programs Services Manager, HCD
Approved by: Erik V. Lundquist, Director, HCD, 755-5285

The following attachment is on file with the Clerk of the Board:
Attachment A - FY2021-22 Annual Recognized Obligation Payment Schedule
Attachment B - Draft Resolution

Monterey County

Board Report

Legistar File Number: RES 21-169

Item No.

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

October 05, 2021

Introduced: 9/16/2021
Version: 1
Current Status: Agenda Ready
Matter Type: Successor Resolution

Adopt a resolution to:
a. Amend the Housing and Community Development Department (HCD) Budget Unit Administration, 406-3100-8572-HCD010 to increase appropriations of $3,403,777 and estimated revenues in the amount of $3,403,777; and
b. Authorize and direct the Auditor-Controller and County Administrative Office to incorporate the changes in the FY 2021-22 Housing and Community Development Department Adopted Budget, 406-3100-8572-HCD010 (4/5th vote required).

RECOMMENDATION:
It is recommended that the Board of Supervisors adopt a resolution to:
a. Amend the Housing and Community Development Department (HCD) Budget Unit Administration, 406-3100-8572-HCD010 to increase appropriations of $3,403,777 and estimated revenues in the amount of $3,403,777; and
b. Authorize and direct the Auditor-Controller and County Administrative Office to incorporate the changes in the FY 2021-22 Housing and Community Development Department Adopted Budget, 406-3100-8572-HCD010.

SUMMARY/DISCUSSION:
In July 2020, the Board of Supervisors received a report by Citygate Associates that provided 76 recommendations. In accordance with recommendations, the Board directed splitting the Resource Management Agency (RMA) into two departments. Through this process it was determined that the Successor Agency to the Redevelopment Agency of the County of Monterey (Successor Agency) would be assigned to the Housing and Community Development Department (HCD).

The former RMA requested new Department and Unit Appropriation Codes, but the Appropriation Unit for the Successor Agency was not provided. It has become necessary for this Fund to have an Appropriation Unit. Once approved HCD will work with the Auditor Controller to establish the Appropriation Unit within the Advantage Financial System in order for HCD to transact appropriate business.

OTHER AGENCY INVOLVEMENT:
The Budget Office and County Counsel have reviewed and approved the report and supports the recommendations.

FINANCING:
The amount of $3,403,777 agrees with the FY2021-22 Recognized Obligation Repayment Schedule submitted to and approved by the State of California Department of Finance for the current Fiscal Year (FY2021-22). The source of Revenue is the Tax Increment distributed semi-annually by the Auditor Controllers Office.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The request supports the Board of Supervisors' Administration Initiatives by facilitating the clear and efficient use of staff time and allocation of staff salary budget.

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

Prepared by: Lori Woodle, Finance Manager I, HCD
Approved by: Melanie Beretti, Housing & Special Programs Services Manager, HCD MB
Approved by: Erik V. Lundquist, Director, HCD, 755-5285

The following attachment is on file with the Clerk of the Board:
Attachment A - FY2021-22 Annual Recognized Obligation Payment Schedule
Attachment B - Draft Resolution

Attachment A

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Monterey County

ROPS 2021-22 Annual

Summary Detail Cash Balances Submission

	Requested Funding for Obligations	21-22A Total	21-22B Total	ROPS Total
A	**Obligations Funded as Follows** (B+C+D)	0	0	0
B	Bond Proceeds	0	0	0
C	Reserve Balance	0	0	0
D	Other Funds	0	0	0
E	**Redevelopment Property Tax Trust Fund (RPTTF)** (F+G)	2,128,777	1,275,000	3,403,777
F	RPTTF	2,053,777	1,200,000	3,253,777
G	Administrative RPTTF	75,000	75,000	150,000
H	**Current Period Obligations** (A+E)	2,128,777	1,275,000	3,403,777

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Attachment B

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Before the Board of Directors of the Successor Agency to the Redevelopment Agency of the County of Monterey, State of California

Resolution No.: _____)
Approving and adopting the Fiscal Year (FY) 2021-22)
Budget for the Successor Agency to the Redevelopment)
Agency of the County of Monterey……

WHEREAS, Sections 29088-29092 of the Government Code of the State of California provide that the Board of Supervisors of each agency governed by the Board shall adopt, by resolution, the budget; and

WHEREAS, the Board of Supervisors of the County of Monterey is the Board of Directors of the Successor Agency to the Redevelopment Agency of the County of Monterey (Successor Agency); and

WHEREAS, after giving due notice as required by law, the Board of Supervisors, acting as the Board of Directors of the Successor Agency, has held a Public Hearing on October 5, 2021 for the purpose of developing the Adopted Budget for the Successor Agency for Fiscal Year 2021-22; and

WHEREAS, the minimum requirements as set forth in Section 29089 of the Government Code of the State of California have been met in the budget document; and

WHEREAS, Section 29090 of the Government Code of the State of California permits the adoption of the budget by reference to the financing uses in the budget as finally determined; NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors acting as the Board of Directors of the Successor Agency hereby adopts by reference the Fiscal Year 2021-22 Recommended Budget, as received and approved during the aforementioned Public Hearing and as officially submitted by the County Administrative Officer to the Auditor-Controller within said budget for the County of Monterey, as the Adopted Budget for the 2021-22 Fiscal Year for the Successor Agency.

PASSED AND ADOPTED on this 5th day of October 2021, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

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

Dated: VALERIE RALPH, Clerk of the Board of Supervisors County of Monterey, State of California.
By_____
Deputy

Monterey County

Board Report

Legistar File Number: RES 21-174

Item No.22

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

October 05, 2021

Introduced: 9/28/2021 **Current Status:** Agenda Ready
Version: 1 **Matter Type:** BoS Resolution

Adopt a resolution to:
a. Support the Ag Land Trust's agricultural conservation easement proposal to the State of California Department of Conservation Farmland Conservancy Program (DoC) for 210 acres of the Hitchcock-Gill Farm; and
b. Support the Ag Land Trust's application for grant funding from the DoC for the purchase of an agricultural conservation easement over the Hitchcock-Gill Farm totaling 210 acres (APN 145-181-009) situated approximately 1.5 miles west of Chualar, on the eastern side of Old Stage Road, and to place said parcels into an agricultural conservation easement to conserve priority agricultural land resources; and
c. Direct the Housing and Community Development (HCD) Director or Chief of Planning to collaborate with the Ag Land Trust in the grant application process.
d. Find that the proposed action is categorically exempt per California Environmental Quality Act (CEQA) Guidelines Section 15317 and/or CEQA Guidelines Section 15317(b).

California Environmental Quality Act (CEQA) Action: Categorically Exempt per CEQA Guidelines Section 15317 (Open Space Contracts or Easements) and/or CEQA Guidelines Section 15325 (Transfer of Ownership in Land to Preserve Existing Natural Conditions and Historical Resources, Section 15317(b) - Acquisition, sale, or other transfer of areas to allow continued agricultural use of the areas.)
Planning File No. REF210028

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Support the Ag Land Trust's agricultural conservation easement proposal to the California Department of Conservation Farmland Conservancy Program (DoC) for 210 acres of the Hitchcock-Gill Farm; and
b. Support the Ag Land Trust's application for grant funding from DoC for the purchase of an agricultural conservation easement over the Hitchcock-Gill Farm totaling 210 acres (APN 145-181-009) situated approximately 1.5 miles west of Chualar, on the eastern side of Old Stage Road, and to place said parcels into an agricultural conservation easement to conserve priority agricultural land resources; and
c. Direct the Housing and Community Development Director (HCD) or Chief of Planning to collaborate with the Ag Land Trust in the grant application process.
d. Find that the proposed action is categorically exempt per California Environmental Quality Act (CEQA) Guidelines Section 15317 and/or CEQA Guidelines Section 15317(b).

SUMMARY:
The Ag Land Trust has applied to the California Department of Conservation (DoC) for grant funding from the Farmland Conservation Program for the purchase of an agricultural conservation easement over the Hitchcock-Gill Farm totaling 210 acres (APN 145- 181-009) (sometimes referred to as "Farm" or "property") situated approximately 1.5 miles west of Chualar, on the eastern side of Old Stage Road, and to place said parcel into an agricultural conservation easement to conserve priority agricultural land resources. The goal of the Farmland Conservation Program is to conserve important agricultural land resources that are subject to conversion pressures via the purchase of agricultural conservation easements or by enacting local strategies that result in permanent agricultural land protection. The Ag Land Trust proposes to acquire an agriculture conservation easement on 210 acres of the Hitchcock-Gill Farm (APN 145- 181-009) located approximately 1.5 miles west of Chualar on the eastern side of Old Stage Road (Attachment A).

The Ag Land Trust has requested that the Board of Supervisors adopt a resolution of support for the Ag Land Trust to include in their application to the DoC for grant funding to purchase a conservation easement on the Hitchcock-Gill Farm.

Public Resources Code Section 10251 provides that applicants for an agricultural conservation easement shall meet all of the following eligibility criteria:

> Public Resources Code Section 10251.
> Applicants for an agricultural conservation easement or fee acquisition grant shall meet all of the following eligibility criteria:
> (a) The parcel proposed for conservation is expected to continue to be used for, and is large enough to sustain, commercial agricultural production. The land is also in an area that possesses the necessary market, infrastructure, and agricultural support services, and the surrounding parcel sizes and land uses will support long-term commercial agricultural production.
> (b) The applicable city or county has a general plan that demonstrates a long-term commitment to agricultural land conservation. This commitment shall be reflected in the goals, objectives, policies, and implementation measures of the plan, as they relate to the area of the county or city where the easement acquisition is proposed.
> (c) Without conservation, the land proposed for protection is likely to be converted to nonagricultural use in the foreseeable future.

The Farm proposed for an agricultural conservation easement is expected to continue to be used for, and is large enough to sustain, commercial agricultural production. The Farm is also in an area that possesses the necessary market, infrastructure, and agricultural support services, and the surrounding parcel sizes and land uses will support long-term commercial agricultural production.

The Monterey County 2010 General Plan demonstrates a long-term commitment to agricultural land conservation. This commitment is reflected in the goals, objectives, policies, and implementation measures of the General Plan. The application for the purchase of the proposed agricultural conservation easement is compatible with the 2010 Monterey County General Plan. Moreover, without conservation, the Farm proposed for protection is likely to be converted to nonagricultural use in the foreseeable future.

The proposed action, to support the Ag Land Trust application for grant funding for the purchase of an agricultural conservation easement is categorically exempt per California Environmental Quality Act (CEQA) Guidelines Section 15317 (Open Space Contracts or Easements) and/or CEQA Guidelines Section 15325 (Transfer of Ownership in Land to Preserve Existing Natural Conditions and Historical Resources, Section 15317(b) - Acquisition, sale, or other transfer of areas to allow continued agricultural use of the areas).

OTHER AGENCY INVOLVMENT:
The request from the Ag Land Trust for the Board of Supervisors to adopt a resolution of support for the Ag Land Trust application for grant funding for the purchase of an agricultural conservation easement over the Hitchcock-Gill Farm was reviewed by Housing and Community Development (HCD) in consultation with the Monterey County Agricultural Commissioner's Office (MCAC). The MCAC supports the Ag Land Trust application for grant funding for the purchase of the proposed agricultural conservation easement as said proposal promotes the agricultural sector of Monterey County.

FINANCING:
There is no anticipated negative impact to the General Fund as a result of supporting the Ag Land Trust's application for grant funding for the purchase of an agricultural conservation easement over the Hitchcock-Gill Farm.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
In accordance with the 2010 Monterey County General Plan, Agricultural Element, Goal AG-1, the long-term protection, conservation, and enhancement of productive and potentially productive agricultural land is encouraged.

Check the related Board of Supervisors Strategic Initiatives:
_X_ Economic Development
___ Administration
___ Health & Human Services
___ Infrastructure
___ Public Safety

Prepared by: John M. Dugan FAICP HCD Management Specialist
Approved by: Erik Lundquist AICP HCD Director

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

Attachment A - Vicinity Maps Hitchcock-Gill Farm
Attachment B - (Proposed) Resolution of Support for the Ag Land Trust Application for Grant Funding for the Purchase of an Agricultural Conservation Easement over 210 acres of the Hitchcock-Gill Farm
Attachment C - Ag Land Trust Resolution No. 2020-05 authorizing the proposed transaction for the purchase of an Agricultural Conservation Easement over the Hitchcock-Gill Farm

cc: Front Counter Copy; Erik Lundquist; Craig Spencer; Nadia Garcia, Management Analyst - Agricultural Commissioner's Office; Mary Grace Perry, Deputy County Counsel - Office of the County Counsel; Cheryl DeMars, Chief Executive Officer - Ag Land Trust; Sherwood Darington, Director of Conservation - Ag Land Trust; David Gill - Hitchcock-Gill Farm; Michael D. Cling - Michael Hitchcock Children's Trust; HCD Project File No. REF210028

Monterey County

Item No.

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

Board Report

Legistar File Number: RES 21-174

October 05, 2021

Introduced: 9/28/2021 **Current Status:** Agenda Ready
Version: 1 **Matter Type:** BoS Resolution

Adopt a resolution to:
a. Support the Ag Land Trust's agricultural conservation easement proposal to the State of California Department of Conservation Farmland Conservancy Program (DoC) for 210 acres of the Hitchcock-Gill Farm; and
b. Support the Ag Land Trust's application for grant funding from the DoC for the purchase of an agricultural conservation easement over the Hitchcock-Gill Farm totaling 210 acres (APN 145-181-009) situated approximately 1.5 miles west of Chualar, on the eastern side of Old Stage Road, and to place said parcels into an agricultural conservation easement to conserve priority agricultural land resources; and
c. Direct the Housing and Community Development (HCD) Director or Chief of Planning to collaborate with the Ag Land Trust in the grant application process.
d. Find that the proposed action is categorically exempt per California Environmental Quality Act (CEQA) Guidelines Section 15317 and/or CEQA Guidelines Section 15317(b).

California Environmental Quality Act (CEQA) Action: Categorically Exempt per CEQA Guidelines Section 15317 (Open Space Contracts or Easements) and/or CEQA Guidelines Section 15325 (Transfer of Ownership in Land to Preserve Existing Natural Conditions and Historical Resources, Section 15317(b) - Acquisition, sale, or other transfer of areas to allow continued agricultural use of the areas.)
Planning File No. REF210028

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Support the Ag Land Trust's agricultural conservation easement proposal to the California Department of Conservation Farmland Conservancy Program (DoC) for 210 acres of the Hitchcock-Gill Farm; and
b. Support the Ag Land Trust's application for grant funding from DoC for the purchase of an agricultural conservation easement over the Hitchcock-Gill Farm totaling 210 acres (APN 145-181-009) situated approximately 1.5 miles west of Chualar, on the eastern side of Old Stage Road, and to place said parcels into an agricultural conservation easement to conserve priority agricultural land resources; and
c. Direct the Housing and Community Development Director (HCD) or Chief of Planning to collaborate with the Ag Land Trust in the grant application process.
d. Find that the proposed action is categorically exempt per California Environmental Quality Act (CEQA) Guidelines Section 15317 and/or CEQA Guidelines Section 15317(b).

SUMMARY:
The Ag Land Trust has applied to the California Department of Conservation (DoC) for grant funding from the Farmland Conservation Program for the purchase of an agricultural conservation easement over the Hitchcock-Gill Farm totaling 210 acres (APN 145- 181-009) (sometimes referred to as "Farm" or "property") situated approximately 1.5 miles west of Chualar, on the eastern side of Old Stage Road, and to place said parcel into an agricultural conservation easement to conserve priority agricultural land resources. The goal of the Farmland Conservation Program is to conserve important agricultural land resources that are subject to conversion pressures via the purchase of agricultural conservation easements or by enacting local strategies that result in permanent agricultural land protection. The Ag Land Trust proposes to acquire an agriculture conservation easement on 210 acres of the Hitchcock-Gill Farm (APN 145- 181-009) located approximately 1.5 miles west of Chualar on the eastern side of Old Stage Road (Attachment A).

The Ag Land Trust has requested that the Board of Supervisors adopt a resolution of support for the Ag Land Trust to include in their application to the DoC for grant funding to purchase a conservation easement on the Hitchcock-Gill Farm.

Public Resources Code Section 10251 provides that applicants for an agricultural conservation easement shall meet all of the following eligibility criteria:

> Public Resources Code Section 10251.
> Applicants for an agricultural conservation easement or fee acquisition grant shall meet all of the following eligibility criteria:
> (a) The parcel proposed for conservation is expected to continue to be used for, and is large enough to sustain, commercial agricultural production. The land is also in an area that possesses the necessary market, infrastructure, and agricultural support services, and the surrounding parcel sizes and land uses will support long-term commercial agricultural production.
> (b) The applicable city or county has a general plan that demonstrates a long-term commitment to agricultural land conservation. This commitment shall be reflected in the goals, objectives, policies, and implementation measures of the plan, as they relate to the area of the county or city where the easement acquisition is proposed.
> (c) Without conservation, the land proposed for protection is likely to be converted to nonagricultural use in the foreseeable future.

The Farm proposed for an agricultural conservation easement is expected to continue to be used for, and is large enough to sustain, commercial agricultural production. The Farm is also in an area that possesses the necessary market, infrastructure, and agricultural support services, and the surrounding parcel sizes and land uses will support long-term commercial agricultural production.

The Monterey County 2010 General Plan demonstrates a long-term commitment to agricultural land conservation. This commitment is reflected in the goals, objectives, policies, and implementation measures of the General Plan. The application for the purchase of the proposed agricultural conservation easement is compatible with the 2010 Monterey County General Plan. Moreover, without conservation, the Farm proposed for protection is likely to be converted to nonagricultural use in the foreseeable future.

The proposed action, to support the Ag Land Trust application for grant funding for the purchase of an agricultural conservation easement is categorically exempt per California Environmental Quality Act (CEQA) Guidelines Section 15317 (Open Space Contracts or Easements) and/or CEQA Guidelines Section 15325 (Transfer of Ownership in Land to Preserve Existing Natural Conditions and Historical Resources, Section 15317(b) - Acquisition, sale, or other transfer of areas to allow continued agricultural use of the areas).

OTHER AGENCY INVOLVMENT:
The request from the Ag Land Trust for the Board of Supervisors to adopt a resolution of support for the Ag Land Trust application for grant funding for the purchase of an agricultural conservation easement over the Hitchcock-Gill Farm was reviewed by Housing and Community Development (HCD) in consultation with the Monterey County Agricultural Commissioner's Office (MCAC). The MCAC supports the Ag Land Trust application for grant funding for the purchase of the proposed agricultural conservation easement as said proposal promotes the agricultural sector of Monterey County.

FINANCING:
There is no anticipated negative impact to the General Fund as a result of supporting the Ag Land Trust's application for grant funding for the purchase of an agricultural conservation easement over the Hitchcock-Gill Farm.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
In accordance with the 2010 Monterey County General Plan, Agricultural Element, Goal AG-1, the long-term protection, conservation, and enhancement of productive and potentially productive agricultural land is encouraged.

Check the related Board of Supervisors Strategic Initiatives:
_X_ Economic Development
___ Administration
___ Health & Human Services
___ Infrastructure
___ Public Safety

Prepared by: John M. Dugan FAICP HCD Management Specialist
Approved by: Erik Lundquist AICP HCD Director EL

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

Attachment A - Vicinity Maps Hitchcock-Gill Farm
Attachment B - (Proposed) Resolution of Support for the Ag Land Trust Application for Grant Funding for the Purchase of an Agricultural Conservation Easement over 210 acres of the Hitchcock-Gill Farm
Attachment C - Ag Land Trust Resolution No. 2020-05 authorizing the proposed transaction for the purchase of an Agricultural Conservation Easement over the Hitchcock-Gill Farm

cc: Front Counter Copy; Erik Lundquist; Craig Spencer; Nadia Garcia, Management Analyst - Agricultural Commissioner's Office; Mary Grace Perry, Deputy County Counsel - Office of the County Counsel; Cheryl DeMars, Chief Executive Officer - Ag Land Trust; Sherwood Darington, Director of Conservation - Ag Land Trust; David Gill - Hitchcock-Gill Farm; Michael D. Cling - Michael Hitchcock Children's Trust; HCD Project File No. REF210028

Attachment A

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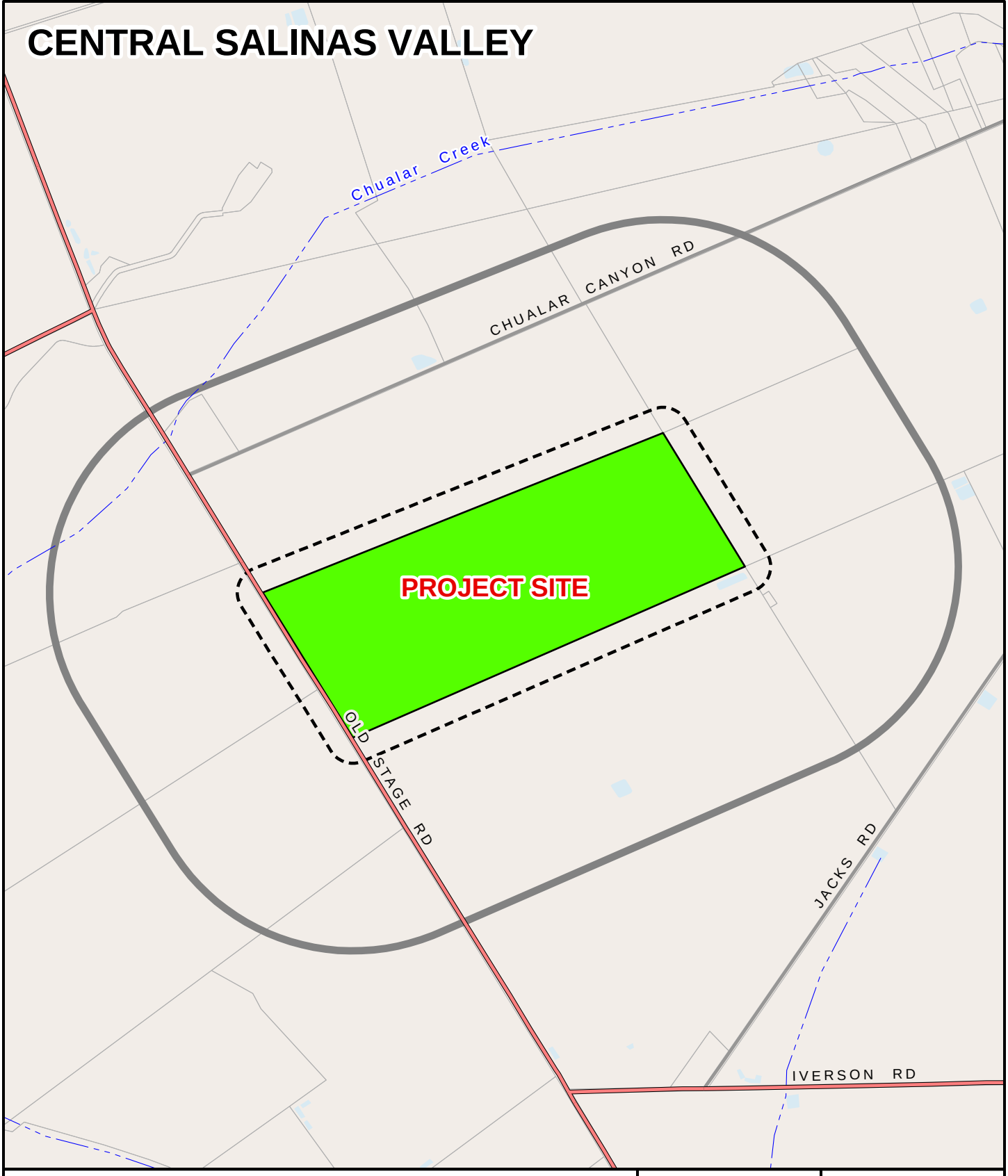
CENTRAL SALINAS VALLEY



APPLICANT: COUNTY OF MONTEREY (HITCHCOCK MICHAEL F TR ET AL)

APN: 145-181-009-000

FILE #

ProjectSite | 2500Buffer | 300Buffer

0 1,000
Feet

720

PLANNER: DUGAN

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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.

Resolution of the Monterey County Board of Supervisors to:)

a. Support the Ag Land Trust's agricultural conservation easement proposal to the California Department of Conservation Farmland Conservancy Program (DoC) for 210 acres of the Hitchcock-Gill Farm; and)

b. Support the Ag Land Trust's application for grant funding from the DoC for the purchase of an agricultural conservation easement over the Hitchcock-Gill Farm totaling 210 acres (APN 145-181-009) situated approximately 1.5 miles west of Chualar, on the eastern side of Old Stage Road, and to place said parcels into an agricultural conservation easement to conserve priority agricultural land resources; and)

c. Direct the Housing and Community Development (HCD) Director or Chief of Planning to collaborate with the Ag Land Trust in the grant application process.)

d. Find that the proposed action is categorically exempt per California Environmental Quality Act (CEQA) Guidelines Section 15317 and/or CEQA Guidelines Section 15317(b).)

California Environmental Quality Act (CEQA) Action: Categorically Exempt per CEQA Guidelines Section 15317 (Open Space Contracts or Easements) and/or CEQA Guidelines Section 15325 (Transfer of Ownership in Land to Preserve Existing Natural Conditions and Historical Resources, Section 15317(b) - Acquisition, sale, or other transfer of areas to allow continued agricultural use of the areas.))

Planning File No. REF210028)

WHEREAS, the Legislature has established the California Farmland Conservancy Program (hereafter, "grant program") within the State of California, Department of Conservation (hereafter, "DoC"); and

WHEREAS, through said grant program, the DoC is providing assistance to conserve important agricultural land resources that are subject to conversion pressures; and

WHEREAS, the Ag Land Trust intends to purchase an agricultural conservation easement through grant funding from said grant program for the "Hitchcock-Gill Farm" located approximately 1.5 miles west of Chualar, on the eastern side of Old Stage Road (sometimes referred to as, "Farm" or "property") in order to preserve the property's agricultural land resource in perpetuity. The Farm consists of a parcel (APN 145-181-009) totaling approximately 210-acres of prime farmland soils under vegetable row-crop cultivation; and

WHEREAS, in accordance with the 2010 Monterey County General Plan, Agricultural Element, Goal AG-1, the long-term protection, conservation, and enhancement of productive and potentially productive agricultural land is encouraged; and

WHEREAS, the Board of Supervisors supports the Ag Land Trust's application for grant funding for the proposed purchase of an agricultural conservation easement over said Farm; and

WHEREAS, California Public Resources Code Section 10251 provides that applicants for an agricultural conservation easement shall meet all of the following eligibility criteria:

> 10251. Applicants for an agricultural conservation easement or fee acquisition grant shall meet all of the following eligibility criteria:
> (a) The parcel proposed for conservation is expected to continue to be used for, and is large enough to sustain, commercial agricultural production. The land is also in an area that possesses the necessary market, infrastructure, and agricultural support services, and the surrounding parcel sizes and land uses will support long-term commercial agricultural production.
> (b) The applicable city or county has a general plan that demonstrates a long-term commitment to agricultural land conservation. This commitment shall be reflected in the goals, objectives, policies, and implementation measures of the plan, as they relate to the area of the county or city where the easement acquisition is proposed.
> (c) Without conservation, the land proposed for protection is likely to be converted to nonagricultural use in the foreseeable future; and

WHEREAS, the Farm proposed for an agricultural conservation easement is expected to continue to be used for, and is large enough to sustain, commercial agricultural production. The Farm is also in an area that possesses the necessary market, infrastructure, and agricultural support services, and the surrounding parcel sizes and land uses will support long-term commercial agricultural production; and

WHEREAS, the 2010 Monterey County General Plan demonstrates a long-term commitment to agricultural land conservation. This commitment is reflected in the goals, objectives, policies, and implementation measures of the General Plan as they relate to the area of Monterey County where the easement acquisition is proposed. The Ag Land Trust application for grant funding from the DoC for the purchase of the proposed agricultural conservation easement over the Hitchcock-Gill Farm is compatible with the 2010 Monterey County General Plan.

WHEREAS, without conservation, the Farm proposed for protection is likely to be converted to nonagricultural use in the foreseeable future.

WHEREAS, the Board of Supervisors certifies that the proposed agricultural conservation easement over the Hitchcock-Gill Farm meets the eligibility criteria set forth in California Public Resources Code Section 10251; and

WHEREAS, the Ag Land Trust has applied to the DoC grant program for grant funding to acquire an agricultural conservation easement on prime farmlands or lands that may be subject to conversion pressures; and

WHEREAS, the proposed action, to support the Ag Land Trust's application for grant funding for the purchase of an agricultural conservation easement is categorically exempt per California Environmental Quality Act (CEQA) Guidelines Section 15317 (Open Space Contracts or Easements) and/or CEQA Guidelines Section 15325 (Transfer of Ownership in Land to Preserve Existing Natural Conditions and Historical Resources, Section 15317(b) - Acquisition, sale, or other transfer of areas to allow continued agricultural use of the areas); and

WHEREAS, the Board of Supervisors supports the Ag Land Trust's application for grant funding for the purchase of an agricultural conservation easement over the Hitchcock-Gill Farm.

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

a. Support the Ag Land Trust's agricultural conservation easement proposal to the State of California Department of Conservation Farmland Conservancy Program (DoC) for 210 acres of the Hitchcock-Gill Farm; and
b. Support the Ag Land Trust's application for grant funding from the DoC for the purchase of an agricultural conservation easement over the Hitchcock-Gill Farm totaling 210 acres (APN 145- 181-009) situated approximately 1.5 miles west of Chualar, on the eastern side of Old Stage Road, and to place said parcels into an agricultural conservation easement to conserve priority agricultural land resources; and
c. Direct the Housing and Community Development (HCD) Director or Chief of Planning to collaborate with the Ag Land Trust in the grant application process.
d. Find that the proposed action is categorically exempt per California Environmental Quality Act (CEQA) Guidelines Section 15317 and/or CEQA Guidelines Section 15317(b).

PASSED AND ADOPTED on this ___ day of October 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 the Board of Supervisors
County of Monterey, State of California

By _____

Deputy

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Attachment C

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Ag Land Trust
P.O. Box 1731, Salinas, CA 93902

RESOLUTION No. 2020-05

WHEREAS, **David Gill** and the **Michael Hitchcock Children's Trust** own a ranch located on the eastern side of Old Stage Road, approximately 8-miles south of Salinas in Monterey County, assessor's parcel number 145-181-009; and

WHEREAS, the Owners have agreed to consider an offer to sell an Agricultural Conservation Easement on this prime irrigated farmland that consists of approximately 210- acres to the Ag Land Trust; and

WHEREAS, the Ag Land Trust considers this ranch to contain property that could be subdivided and create an incompatible use to adjacent farmland; and

WHEREAS, the Board of Directors of the Ag Land Trust has the capacity to monitor and enforce this easement; and

WHEREAS, an Agricultural Conservation Easement on this farm supports the mission of the Ag Land Trust

THEREFORE, BE IT RESOLVED that the Ag Land Trust shall approve and accept, and hereby approves and accepts and ratifies the transaction which will be represented by the documents necessary for the transaction.

BE IT FURTHER RESOLVED that the Chief Executive Officer and/or the Director of Conservation of the Ag Land Trust is hereby authorized and empowered to sign and deliver whatever documents and deeds required to consummate the proposed transaction according to its terms and conditions and otherwise to proceed on behalf of the Ag Land Trust to complete the proposed transaction.

CERTIFICATION
I HEREBY CERTIFY THAT THE FOREGOING Resolution was duly adopted by a majority of the Board of Directors of the Ag Land Trust on 4/27/2020.

Signed: Heather Golden, Secretary

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Monterey County

Board Report

Legistar File Number: A 21-489

Item No.23

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

October 05, 2021

Introduced: 9/15/2021

Current Status: RMA Public Works - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve Amendment No. 4 to Professional Services Agreement No. A-12658 with TRC Engineers, Inc. to: include additional services associated with bridge design services for the Robinson Road Bridge Scour Repair, County Bridge No. 503, State Project No. EA 05-930265, Federal Aid Project No. BHLO-5944 (099) under Request for Qualifications (RFQ) #10490; update the Rate Schedule effective January 1, 2022; increase the not to exceed amount by $49,594 for a total amount not to exceed $745,975; and to extend the expiration date two (2) additional years through December 31, 2023, for a revised term from March 10, 2015 to December 31, 2023; and
b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 4 to Professional Services Agreement No. A-12658 and future amendments to the Agreement to extend the term beyond the original term authorized in RFQ #10490 where the amendments do not significantly alter the scope of work or increase the approved Agreement amount.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve Amendment No. 4 to Professional Services Agreement No. A-12658 with TRC Engineers, Inc. to: include additional services associated with bridge design services for the Robinson Road Bridge Scour Repair, County Bridge No. 503, State Project No. EA 05-930265, Federal Aid Project No. BHLO-5944 (099) under Request for Qualifications (RFQ) #10490; update the Rate Schedule effective January 1, 2022; increase the not to exceed amount by $49,594 for a total amount not to exceed $745,975; and to extend the expiration date two (2) additional years through December 31, 2023, for a revised term from March 10, 2015 to December 31, 2023; and
b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 4 to Professional Services Agreement No. A-12658 and future amendments to the Agreement to extend the term beyond the original term authorized in RFQ #10490 where the amendments do not significantly alter the scope of work or increase the approved Agreement amount.

SUMMARY/DISCUSSION:
To expedite project delivery, the County of Monterey (County) Department of Public Works, Facilities, & Parks (PWFP) grouped similar projects and hired one (1) consultant team to move these projects through the design, environmental, permitting, and right of way phases simultaneously. Grouping similar projects increases efficiency, provides economies of scale, and allows County staff to manage multiple projects through to completion.

To this end, Request for Qualifications (RFQ) #10490 was issued for five (5) projects: Gonzales River Road Bridge Replacement, County Bridge No. 309, Bradley Road Bridge Scour Repair,

County Bridge No. 448, Robinson Road Bridge Scour Repair, County Bridge No. 503, Johnson Road Bridge Replacement, County Bridge No. 106, and Hartnell Road Bridge Replacement, County Bridge No. 209. As a result of this competitive process, a design team headed by TRC Engineers, Inc. (TRC) (design), including LSA Associates, Inc. (environmental and permits), WRECO (hydrology), and Whitson and Associates, Inc. (survey and right-of-way) were selected and individual Professional Services Agreements (PSA) with TRC were executed for each of the five (5) projects.

Based on consultation results with the National Marine Fisheries Service (NMFS), the California Department of Fish and Wildlife (CDFW), the Central Coast Regional Water Quality Control Board (RWQCB), it was determined that the Robinson Road Bridge Scour Repair, County Bridge No. 503 (Project) as originally scoped has a detrimental impact on the South-Central California Coast Steelhead. The scope under Amendment No. 4 to the PSA with TRC for this Project addresses the requirements placed on the Project by NMFS, CDFW, and RWQCB, namely the preparation of a Habitat Monitoring and Mitigation Program (HMMP) and an RWQCB newly required Alternatives Analysis. Other work will include associated changes to the design, additional specifications, and quantity calculations. The proposed Amendment No. 4 addresses the requirements placed on the Project and will result in Plans, Specifications & Estimate (PS&E) and right of way certifications.

Approval of the proposed Amendment No. 4 will allow TRC to include additional bridge design services to complete services for this Project. Amendment No. 4 will update the Rate Schedule, effective January 1, 2022, increase the total not to exceed amount of $696,381 by $49,594 for a total amount not to exceed $745,975 and extend the expiration date from December 31, 2021, for two (2) additional years to December 31, 2023, for a revised term from March 10, 2015 to December 31, 2023, approximately forty-six (46) months beyond the maximum term allowed per RFQ #10490.

Attachment H provides a summary of the PSA to date. Attachment I provides a summary of the PSA's annual expenditures and balance.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel and the Auditor-Controller's Office reviewed and approved Amendment No. 4 as to form and fiscal provisions, respectively.

FINANCING:
These projects are funded by the Federal Highway Administration (FHWA) Highway Bridge Replacement and Rehabilitation (HBRR) Program (88.53%) and by the HBRR Toll Credit (11.47%). The County secured FHWA funding for five (5) projects: Gonzales River Road Bridge Replacement, County Bridge No. 309, Bradley Road Bridge Scour Repair, County Bridge No. 448, Robinson Road Bridge Scour Repair, County Bridge No. 503, Johnson Road Bridge Replacement, County Bridge No. 106, and Hartnell Road Bridge Replacement, County Bridge No. 209.

Federal Highway Bridge Program (HBP) funding has been secured to cover the additional $49,594 in costs incurred under Amendment No. 4. The Adopted Fiscal Year (FY) 2021-22 Budget for the Road Fund 002, Appropriation Unit PFP004 includes adequate appropriations to fund the adjustment to the TRC PSA to continue to provide services for the project. FY 2021-22 budget incorporates additional FHWA and HBRR funds for the added project costs.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The bridge improvements will result in the implementation of scour countermeasures to protect the substructure of this bridge over the Carmel River. The recommended action supports the Board of Supervisors' (BOS) Strategic Initiatives for Infrastructure and Public Safety.

Economic Development
Administration
Health & Human Services
_X_ Infrastructure
_X_ Public Safety

Prepared by: Jose Gomez, Project Manager II, (831) 755-4816
Dalia M. Mariscal-Martinez, Management Analyst III
Reviewed by: Enrique Saavedra, PE, Senior Civil Engineer
Tom Bonigut, PE, Chief of Public Works
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities, & Parks

The following attachments are on file with the Clerk of the Board:
Attachment A - A4 to PSA
Attachment B - A3 to PSA
Attachment C - A2 to PSA
Attachment D - A1 to PSA
Attachment E - PSA
Attachment F - Project Budget
Attachment G - Location Map
Attachment H - Summary of PSA
Attachment I - Summary of PSA Annual Expenditures & Balance

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Monterey County

Board Report

Legistar File Number: A 21-489

Item No.

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

October 05, 2021

Introduced: 9/15/2021
Version: 1
Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Approve Amendment No. 4 to Professional Services Agreement No. A-12658 with TRC Engineers, Inc. to: include additional services associated with bridge design services for the Robinson Road Bridge Scour Repair, County Bridge No. 503, State Project No. EA 05-930265, Federal Aid Project No. BHLO-5944 (099) under Request for Qualifications (RFQ) #10490; update the Rate Schedule effective January 1, 2022; increase the not to exceed amount by $49,594 for a total amount not to exceed $745,975; and to extend the expiration date two (2) additional years through December 31, 2023, for a revised term from March 10, 2015 to December 31, 2023; and
b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 4 to Professional Services Agreement No. A-12658 and future amendments to the Agreement to extend the term beyond the original term authorized in RFQ #10490 where the amendments do not significantly alter the scope of work or increase the approved Agreement amount.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve Amendment No. 4 to Professional Services Agreement No. A-12658 with TRC Engineers, Inc. to: include additional services associated with bridge design services for the Robinson Road Bridge Scour Repair, County Bridge No. 503, State Project No. EA 05-930265, Federal Aid Project No. BHLO-5944 (099) under Request for Qualifications (RFQ) #10490; update the Rate Schedule effective January 1, 2022; increase the not to exceed amount by $49,594 for a total amount not to exceed $745,975; and to extend the expiration date two (2) additional years through December 31, 2023, for a revised term from March 10, 2015 to December 31, 2023; and
b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 4 to Professional Services Agreement No. A-12658 and future amendments to the Agreement to extend the term beyond the original term authorized in RFQ #10490 where the amendments do not significantly alter the scope of work or increase the approved Agreement amount.

SUMMARY/DISCUSSION:
To expedite project delivery, the County of Monterey (County) Department of Public Works, Facilities, & Parks (PWFP) grouped similar projects and hired one (1) consultant team to move these projects through the design, environmental, permitting, and right of way phases simultaneously. Grouping similar projects increases efficiency, provides economies of scale, and allows County staff to manage multiple projects through to completion.

To this end, Request for Qualifications (RFQ) #10490 was issued for five (5) projects: Gonzales River Road Bridge Replacement, County Bridge No. 309, Bradley Road Bridge Scour Repair, County Bridge No. 448, Robinson Road Bridge Scour Repair, County Bridge No. 503, Johnson

Road Bridge Replacement, County Bridge No. 106, and Hartnell Road Bridge Replacement, County Bridge No. 209. As a result of this competitive process, a design team headed by TRC Engineers, Inc. (TRC) (design), including LSA Associates, Inc. (environmental and permits), WRECO (hydrology), and Whitson and Associates, Inc. (survey and right-of-way) were selected and individual Professional Services Agreements (PSA) with TRC were executed for each of the five (5) projects.

Based on consultation results with the National Marine Fisheries Service (NMFS), the California Department of Fish and Wildlife (CDFW), the Central Coast Regional Water Quality Control Board (RWQCB), it was determined that the Robinson Road Bridge Scour Repair, County Bridge No. 503 (Project) as originally scoped has a detrimental impact on the South-Central California Coast Steelhead. The scope under Amendment No. 4 to the PSA with TRC for this Project addresses the requirements placed on the Project by NMFS, CDFW, and RWQCB, namely the preparation of a Habitat Monitoring and Mitigation Program (HMMP) and an RWQCB newly required Alternatives Analysis. Other work will include associated changes to the design, additional specifications, and quantity calculations. The proposed Amendment No. 4 addresses the requirements placed on the Project and will result in Plans, Specifications & Estimate (PS&E) and right of way certifications.

Approval of the proposed Amendment No. 4 will allow TRC to include additional bridge design services to complete services for this Project. Amendment No. 4 will update the Rate Schedule, effective January 1, 2022, increase the total not to exceed amount of $696,381 by $49,594 for a total amount not to exceed $745,975 and extend the expiration date from December 31, 2021, for two (2) additional years to December 31, 2023, for a revised term from March 10, 2015 to December 31, 2023, approximately forty-six (46) months beyond the maximum term allowed per RFQ #10490.

Attachment H provides a summary of the PSA to date. Attachment I provides a summary of the PSA's annual expenditures and balance.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel and the Auditor-Controller's Office reviewed and approved Amendment No. 4 as to form and fiscal provisions, respectively.

FINANCING:
These projects are funded by the Federal Highway Administration (FHWA) Highway Bridge Replacement and Rehabilitation (HBRR) Program (88.53%) and by the HBRR Toll Credit (11.47%). The County secured FHWA funding for five (5) projects: Gonzales River Road Bridge Replacement, County Bridge No. 309, Bradley Road Bridge Scour Repair, County Bridge No. 448, Robinson Road Bridge Scour Repair, County Bridge No. 503, Johnson Road Bridge Replacement, County Bridge No. 106, and Hartnell Road Bridge Replacement, County Bridge No. 209.

Federal Highway Bridge Program (HBP) funding has been secured to cover the additional $49,594 in costs incurred under Amendment No. 4. The Adopted Fiscal Year (FY) 2021-22 Budget for the Road Fund 002, Appropriation Unit PFP004 includes adequate appropriations to fund the adjustment to the TRC PSA to continue to provide services for the project. FY 2021-22 budget incorporates additional FHWA and HBRR funds for the added project costs.

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BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The bridge improvements will result in the implementation of scour countermeasures to protect the substructure of this bridge over the Carmel River. The recommended action supports the Board of Supervisors' (BOS) Strategic Initiatives for Infrastructure and Public Safety.

Economic Development
Administration
Health & Human Services
_X_ Infrastructure
_X_ Public Safety

Prepared by: Jose Gomez, Project Manager II, (831) 755-4816
Dalia M. Mariscal-Martinez, Management Analyst III
Reviewed by: Enrique Saavedra, PE, Senior Civil Engineer
Tom Bonigut, PE, Chief of Public Works
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities, & Parks DS

The following attachments are on file with the Clerk of the Board:
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AMENDMENT NO. 4
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
TRC ENGINEERS, INC.

THIS AMENDMENT NO. 4 to Professional Services Agreement No. A-12658 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and TRC Engineers, Inc. (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 Professional Services Agreement No. A-12658 with County on March 11, 2015 (hereinafter, "Agreement") to provide bridge design services (hereinafter, "Services") for the Robinson Road Bridge Scour Repair, County Bridge No. 503 (hereinafter, "Project") through March 10, 2018 with the option to extend the Agreement for two (2) additional one (1) year periods for an amount not to exceed $496,669; and

WHEREAS, Agreement was amended by the Parties on August 17, 2015 (hereinafter, "Amendment No. 1", including Exhibit A-1, Revised Rate Schedule") to update the Rate Schedule, effective March 10, 2015 with no extension to the term and with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on March 8, 2018 (hereinafter, "Amendment No. 2") to extend the term for one (1) additional year through March 10, 2019 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on January 11, 2019 (hereinafter, "Amendment No. 3", including Exhibit A-2, Scope of Services/Payment Provisions) to extend the term for approximately thirty-four (34) additional months through December 31, 2021, to increase the amount by $199,711.94 which resulted in a total not to exceed amount of $696,380.94, and to update the Rate Schedule, effective January 1, 2019; and

WHEREAS, County has a need for additional services required to satisfy the permitting requirements of the California Department of Fish and Wildlife (CDFW), the Central Coast Regional Water Quality Control Board (RWQCB), and the National Marine Fisheries Service (NMFS); and

WHEREAS, CONTRACTOR's Rate Schedule requires an update effective January 1, 2022; and

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to complete new tasks to address these requirements, as well as to accommodate the current oversubscribed Federal Highway Bridge Program (HBP) which may delay the Project; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for two (2) additional years to December 31, 2023, to increase the amount by $49,593.97 for a total amount not to exceed $745,974.91, and to update the Rate Schedule, effective January 1, 2022, as indicated

in "Exhibit A-3 – Scope of Services/Payment Provisions" and incorporated by this reference to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 4.

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

1. Amend the first sentence of Paragraph 1, "Services to be Provided", to read as follows:

   The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibits A, A-2, and A-3** in conformity with the terms of this Agreement.

2. Amend Paragraph 2, "Payment by County", to read as follows:

   County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibits A, A-2, and A-3**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $745,974.91.

3. Amend the first sentence of Paragraph 3, "Term of Agreement", to read as follows:

   The term of this Agreement is from March 10, 2015 to December 31, 2023, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4, "Additional Provisions/Exhibits", to add "Exhibit A-3 – Scope of Services/Payment Provisions".

5. In all places within the Agreement, any reference to the Revised Rate Schedule in "Exhibit A-2, Scope of Services/Payment Provisions" is hereby replaced with the Revised Rate Schedule in "Exhibit A-3, Scope of Services/Payment Provisions", effective January 1, 2022.

6. The "Project Schedule" referenced in the Agreement, Exhibit A - Scope of Services/Payment Provisions, is hereby amended to extend through December 31, 2023, to conform to the amended term of the Agreement.

7. In all places within the Agreement, any reference to Resource Management Agency is hereby replaced with Department of Public Works, Facilities, & Parks.

8. Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number *(MYA 3200*1584)*, project name *(Robinson Road Bridge Scour Repair)* and associated Delivery Order (DO) number, and an original hardcopy shall be sent to the following address or via email to PWFP-Finance-AP@co.monterey.ca.us:

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Any questions pertaining to invoices under this Agreement should be directed to the RMA Finance Division at (831) 755-4800 or via email to: PWFP-Finance-AP@co.monterey.ca.us.

9. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.

10. This Amendment No. 4 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

11. The recitals to this Amendment No. 4 are incorporated into the Agreement and this Amendment No. 4.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: Mary Grace Perry A1933B26E717442...
Mary Grace Perry
Deputy County Counsel

Date: 8/31/2021 | 1:50 PM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Gary Giboney D3834BFEC1D8449...
Auditor/Controller

Date: 8/31/2021 | 2:03 PM PDT

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel
Leslie J. Girard, County Counsel

By: _____
Danielle P. Mancuso
Risk Manager

Date: _____

CONTRACTOR*

TRC Engineers, Inc.
Contractor's Business Name

By: DocuSigned by: Mark Imbriani F997A2E4879D4FF...
(Signature of Chair, President or Vice President)

Its: Mark A. Imbriani, P.E., Vice President
(Print Name and Title)

Date: 8/30/2021 | 6:26 PM PDT

By: DocuSigned by: Grant Ratkovic 0FC241EA8EED4E8...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Its: Grant J. Ratkovic, Assistant Secretary
(Print Name and Title)

Date: 8/31/2021 | 11:50 AM PDT

*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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EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
TRC Engineers, Inc., hereinafter referred to as "CONTRACTOR"

SCOPE OF SERVICES:
Based on the results of the consultation with the National Marine Fisheries Service (NMFS), California Department of Fish and Wildlife (CDFW), and the Central Coast Regional Water Quality Control Board (RWQCB), it was determined that the Robinson Road Bridge Scour Repair, County Bridge No. 503 (Project) as originally scoped has a detrimental impact on the South-Central California Coast Steelhead. This scope addresses the requirements placed on the Project by these agencies, namely the preparation of a Habitat Monitoring and Mitigation Program (HMMP) and a RWQCB newly required Alternatives Analysis (AA). Other work will include associated changes to the design, additional specifications, and quantity calculations. This Amendment No. 4 addresses the requirements placed on the Project and will result in Plans, Specifications & Estimate (PS&E) and right of way certifications. Full Federal Highway Bridge Program (HBP) funding was secured to cover the costs incurred hereunder.

CONTRACTOR shall provide the following additional tasks in the implementation of scour countermeasures to protect the substructure of the Project and will consist of the following Phases:

Phase 0:	Project Management
Phase I:	Preliminary Engineering and Reports
Phase II:	Final Design
Phase III:	Construction
Phase IV:	Supplemental Services

PHASE 0: PROJECT MANAGEMENT

0.1 PROJECT MANAGEMENT

0.1.2 Additional Project Management Services

CONTRACTOR shall provide additional Project Management services, as described in Task 0.1 of the original Agreement.

Total Amount Increase: $2,080.10

0.3 COORDINATION MEETINGS

0.3.2 Additional Coordination Meetings

CONTRACTOR shall attend additional coordination meetings as follows: one (1) with County and two (2) with the various agencies. Meetings are assumed to be via teleconference although one (1) such meeting may be held at County offices in Salinas, California. Effort includes preparation of agendas and meeting minutes for three (3) meetings.

Total Amount Increase: $2,080.10

0.4 DESIGN REVIEW MEETINGS

0.4.2 Additional Design Review Meetings

CONTRACTOR shall attend one (1) additional design review meeting. This meeting is assumed to be held via conference call with County. Effort includes preparation of an agenda and meeting notes.

Total Amount Increase: $1,040.05

0.5 CALTRANS LOCAL ASSISTANCE COORDINATION

0.5.2 Additional Caltrans Local Assistance Coordination

CONTRACTOR shall provide additional coordination with Caltrans Local Assistance. Work shall include preparation of an Exhibit 6D package and coordination efforts to attempt to secure the additional HBP funding to cover the costs of the extra construction work required by the HMMP and AA.

Total Amount Increase: $1,040.05

DELIVERABLES

- *Agency Coordination Meeting Agendas and Meeting Minutes [three (3) meetings]*
- *Agency Design Review Meeting Agenda and Meeting Notes [one (1) meeting]*
- *Additional Exhibit 6D cost determination for the HMMP and AA*

PHASE I: PRELIMINARY ENGINEERING AND REPORTS

1.2.4 HYDRAULIC ANALYSIS

1.2.4.2 Additional Hydraulic Analysis Work

CONTRACTOR shall modify the hydraulic analysis to account for the proposed planting. It is assumed that improvements will be chosen and will not be located in excess of one hundred feet (100') upstream or downstream of the edges of the existing bridge such that additional topographic survey is not required.

DELIVERABLES

- *Revised Hydraulic Analysis*

Total Amount Increase: $910.00

1.2.7.2 Design Hydraulic Study Report

The Design Hydraulic Study shall be modified to reflect the results of the analysis including the planting construction in the river.

DELIVERABLES

- *Revised Design Hydraulic Study with Planting*

Total Amount Increase: $1,070.03

1.7 ENVIRONMENTAL DOCUMENTS

1.7.1.2 Coordination with Responsible/Cooperating Agencies and Other Stakeholders

1.7.1.2.2 Additional Coordination with Responsible /Cooperating Agencies and Other Stakeholders

Ongoing Coordination

During the course of work, CONTRACTOR will conduct a conference call meeting with responsible/cooperating agencies and other stakeholders, the design team, and County to discuss project-related impacts and avoidance measures, including project design modifications and/or additional mitigation. These agencies are expected to include Caltrans Environmental, CDFW, NMFS, United States Fish and Wildlife (USFW), RWQCB, and the United States Army Corps of Engineers (USACE), in addition to County. Much of this coordination has alreadyoccurred and so the scope of this task is not expected to be significant.

HMMP Preparation

CONTRACTOR will also coordinate with responsible/cooperating agencies and other stakeholders, the design team, and County, such as through emails and phone calls, during the development of the HMMP. This task includes participation in one (1) meeting with responsible/cooperating agencies and other stakeholders, to review any comments on the Draft HMMP. Since a planting palette has been developed, only minor comments are expected. This task also includes time for internal team calls to discuss agency and stakeholder information requests and time to research, review, describe and share requested information.

Total Amount Increase: $3,584.13

1.7.1.3 Project Description

1.7.1.3.2 Additional Project Description Work

CONTRACTOR shall modify the Project Description to reflect the added mitigationfeatures.

Total Amount Increase: $1,117.05

1.7.2.8 Floodplain Evaluation Report

1.7.2.8.2 Additional Floodplain Evaluation Report

CONTRACTOR shall modify the Floodplain Evaluation Report and Location

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Hydraulic Study to account for the required mitigation features to be placed in the river.

Total Amount Increase: $630.00

PHASE II: FINAL DESIGN

2.2 CHECKED DESIGN SUBMITTAL (95% PS&E)

2.2.1.1 Additional 95% Complete Plans

CONTRACTOR shall provide additional engineering effort to provide 95% complete Plans for the additional work performed in Exhibit A-3.

Total Amount Increase: $880.03

2.2.2.1 Additional 95% Complete Specifications

CONTRACTOR shall provide additional engineering effort to provide 95% complete Specifications for the additional work performed in Exhibit A-3.

Total Amount Increase: $700.00

2.2.3.1 Additional 95% Construction Cost Estimate

CONTRACTOR shall provide additional engineering effort to provide a 95% Construction Cost Estimate for the additional work performed in Exhibit A-3.

Total Amount Increase: $440.01

2.2.4.1 Additional Quality Assurance (QA) Review

CONTRACTOR shall provide additional engineering effort to provide a QA Review for the additional work performed in Exhibit A-3.

Total Amount Increase: $520.03

2.2.5.1 Additional Memorandum Response to Comments

CONTRACTOR shall similarly respond to agency submittal comments for the additional work performed in Exhibit A-3.

Total Amount Increase: $1,224.03

PHASE III: CONSTRUCTION

3.1 CONSTRUCTION SUPPORT

3.1.1 Additional Construction Support

CONTRACTOR shall provide additional Construction Support in Phase III of the Project for the additional work performed in Exhibit A-3. However, this excludes the monitoring work unless added as part of construction phase services. Note a separate construction contract will not be issued for the mitigation planting, rather the planting will be includedin the main construction contract.

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Total Amount Increase: $340.00

OTHER DIRECT COSTS FOR PHASE 0, I, II, AND III: $ 406.65

TOTAL AMOUNT INCREASE FOR PHASE 0, I, II, AND III: $17,655.61

GRAND TOTAL FOR PHASE 0, I, II AND III: $18,062.26

PHASE IV: SUPPLEMENTAL SERVICES

4.2 BIOLOGY TASKS

4.2.4 HMMP Preparation

CONTRACTOR shall prepare an HMMP for the site. The HMMP will be prepared per Caltrans standard template for such. It is assumed that the HMMP will recommend the current planting plan and palette.

Total Amount Increase: $18,195.04

4.2.5 Alternatives Analysis (AA) Preparation

CONTRACTOR shall prepare an alternatives analysis describing considerations in selecting the project configuration. This report will rely on previous type selection studies as well as hydraulic analyses already performed. It is anticipated that the current project configuration will not change as a result of this analysis, as the project configuration was approved in the environmental document and structure type selection processes. Any change in the configuration requiring redesign would be considered extra services.

Total Amount Increase: $13,336.67

DELIVERABLES

- ***HMMP***
- ***Alternatives Analysis***

TOTAL AMOUNT INCREASE FOR PHASE IV: $31,531.71

GRAND TOTAL INCREASE FOR PHASE IV: $31,531.71

GRAND TOTAL INCREASE TO THE AGREEMENT: $49,593.97

ANY ADDITIONAL SERVICES REFERENCED IN EXHIBIT A-3 OF THIS

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AGREEMENT WHICH DO NOT INCLUDE A COST SHALL NOT BE PROVIDED BY THE CONTRACTOR UNLESS PRESENTED TO AND AUTHORIZED BY THE COUNTY IN WRITING VIA AN EXECUTED AMENDMENT TO THIS AGREEMENT.

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

PAYMENT PROVISIONS

PHASE 0, I, II, AND III - BASIC SERVICES:

1. CONTRACTOR shall be reimbursed for hours worked at the hourly rates specified in CONTRACTOR's current Rate Schedule from Exhibit A-2 for hours worked in year 2021. For hours worked in year 2022, CONTRACTOR shall be reimbursed for hours worked at the hourly rates specified in CONTRACTOR's revised Rate Schedule, effective January 1, 2022, attached hereto. The specified hourly rates include direct salary costs, employee benefits, overhead, and fee.
2. In addition, CONTRACTOR will be reimbursed for incurred (actual) direct costs other than salary and subconsultant costs. CONTRACTOR will be reimbursed for subconsultant costs at actual cost.
3. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified by County. CONTRACTOR shall receive compensation for travel expenses per the "Monterey County Travel and Business Expense Reimbursement Policy". A copyof the policy is available online at:
   http://www.co.monterey.ca.us/auditor/pdfs/County_Travel_Business_Expense_Policy_12-5-12.pdf.
   To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.
4. CONTRACTOR will invoice monthly for payment of services provided and costs incurred, including actual hours worked by task, staff member and associated cost which was incurred during the previous month.

PHASE IV - SUPPLEMENTAL SERVICES:

The basis of payment for the supplemental services provided under this Agreement shall be similar to that for Basic Services as described above, depending on the year worked. The specified hourly rates include direct salary costs, employee benefits, overhead, and fee.

CONTRACTOR shall be reimbursed for travel expenses incurred in accordance with Paragraph 3 above, under Basic Services.

TOTAL COMPENSATION

The specific rates of compensation specified in CONTRACTOR's Revised Rate Schedule are effective on January 1, 2022 and are valid through the amended term of this Agreement. A further rate increase may be negotiated according to Section 13.0, Agreement Terms and Conditions, of RFQ #10490 – On-Call Bridge Design Services for Monterey County Bridge Projects. If approved by County the revised hourly rates must be amended into this Agreement.

For billing purposes work shall be segregated between Basic Services and Supplemental Services.

The total amount payable by County for work under this Agreement for Basic Services (Phase 0, I, II and III) in the amount of $591,446 shall be increased by $18,062.26 for a total not to exceed amount of $609,508.26. Any further increase to the amount must be authorized by

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County through an amendment to this Agreement.

The total amount payable by County for work under this Agreement for Supplemental Services (Phase IV) in the amount of $104,935 shall be increased by $31,531.71 for a total not to exceed amount of sum of $136,466.71. Any further increase to the amount must be authorized by County through an amendment to this Agreement.

The total amount payable by County for work under this Agreement for Basic Services and Supplemental Services is increased by $49,593.97 for a total Agreement amount not to exceed $745,974.97. Any further increase to the amount must be authorized by County through an amendment to this Agreement.

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TRC ENGINEERS, INC.
REVISED RATE SCHEDULE

Effective January 1, 2022

LABOR RATES

Personnel Classification	2022 Hourly Rates	2023 Hourly Rates
Project Manager	$ 280.00	$ 290.00
Project Engineer/Coordinator	$ 195.00	$ 205.00
Environmental Manager	$ 190.00	$ 195.00
Environmental Planner	$ 135.00	$ 140.00
Certified Industrial Hygienist	$ 190.00	$ 195.00
Senior Engineer	$ 165.00	$ 170.00
ISA Scientist	$ 150.00	$ 155.00
Engineer II	$ 140.00	$ 145.00
Engineer I	$ 110.00	$ 115.00
CADD Supervisor	$ 155.00	$ 160.00
CADD Technician	$ 105.00	$ 110.00
GIS Specialist	$ 100.00	$ 105.00
Desktop Publisher	$ 85.00	$ 85.00
Administrative Assistant	$ 85.00	$ 85.00
Intern	$ 60.00	$ 65.00

Rates are effective from January 1, 2022 through December 31, 2023. Should work be required beyond December 31, 2023, an amendment to this Agreement will be required to establish hourly rates and provide the necessary additional fee to complete the work accordingly.

Similarly titled staff will be billed at equivalent rates (i.e. Senior Scientist, Senior Geologist, Senior Environmental Planner, etc. will be billed at the hourly rate for a Senior Engineer).

DIRECT EXPENSE UNIT RATES

Mileage: Current IRS allowed Mileage Rate.

Other direct costs including telephone, fax, reproduction, and postage will be billed at actual cost.

For travel, lodging and meal reimbursement, CONTRACTOR shall receive compensation for travel expenses as per "Monterey County Travel and Business Expense Reimbursement Policy." A copy of the policy is available online at: http://www.co.monterey.ca.us/auditor/pdfs/County_Travel_Business_Expense_Policy_12-5-12.pdf
To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

Subconsultants will be billed at actual cost.

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TRC ENGINEERS, INC.
COST FOR BASIC AND SUPPLEMENTAL SERVICES

PROJECT **County of Monterey**
Robinson Road Bridge Scour Repair
Amendment No. 4, HMMP, AA, and Permit Agency Coordination & Design

	BASIC		SUPPLEMENTAL		TOTAL		GRAND TOTAL
FIRM	LABOR	ODCS	LABOR	ODCS	LABOR	ODCS	
TRC	$ 14,555.61	$ 406.65	$ 28,331.71	$ -	$ 42,887.32	$ 406.65	$ 43,293.97
LSA	$ -	$ -	$ 3,200.00	$ -	$ 3,200.00	$ -	$ 3,200.00
WRECO	$ 3,100.00	$ -	$ -	$ -	$ 3,100.00	$ -	$ 3,100.00
TOTALS	$ 17,655.61	$ 406.65	$ 31,531.71	$ -	$ 49,187.32	$ 406.65	$ 49,593.97
	$ 18,062.26		$ 31,531.71		$ 49,593.97		

ODCS - Other Direct Costs

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TRC ENGINEERS, INC.
COST PROPOSAL - BASIC TASKS

PROJECT **County of Monterey**
Robinson Road Bridge Scour Repair
Amendment No. 4, HMMP, AA, and Permit Agency Coordination & Design

DIRECT LABOR

Employee	Function	Hours		Hourly Rate	Total
M. Christensen	QC/QA Manager		@	$80.00	
M. Imbriani	Project Manager	64.0	@	$94.55	$6,051
A. Napiatek	Environmental Manager	24.0	@	$67.27	$1,614
J. Conklin	Project Engineer	9.0	@	$67.27	$605
A. Bedal	Sr. Roadway Engineer	2.0	@	$56.36	$113
D. Lockett	Roadway Engineer II		@	$47.27	
R. Dansby	Sr. Bridge Engineer	25.0	@	$56.36	$1,409
T. Hartwig	Environmental Planner	96.0	@	$56.36	$5,411
K. Negoro	Sr. Bridge Engineer		@	$56.36	
G. Angel	Bridge Engineer II		@	$47.27	
C. Pinkerton	Project Engineer		@	$67.27	
TBD	Environmental Engineer		@	$65.45	
TBD	Environmental Specialist		@	$65.45	
TBD	Environmental Scientist		@	$50.91	
G. Imbsen	CADD Supervisor		@	$52.73	
A. Cardoza	CADD Technician		@	$34.55	
T. Maechler	Admin/Publishing	14.0	@	$28.00	$392
		234			
	Escalation Factor				
	Total Direct Labor Costs	hrs 234			$15,595

INDIRECT COSTS

	Rate	Total	
Overhead	150.00%	$23,393.09	
Total Indirect Costs			$23,393

	Quantity	Per Unit	Total	
Airfare (round trips)				
Mileage	360	$0.545	$196.20	
Lodging				
Per Diem	1	$47.00	$47.00	
Car rental	1	$38.00	$38.00	
Miscellaneous Travel				
Mail	5	$0.49	$2.45	
Overnight mail	2	$11.50	$23.00	
Copies (8.5x11)		$0.08		
Copies (11x17)		$0.12		
Prints (22x34)		$2.50		
Mylars (22x34)		$15.00		
Envir. Permits				
Miscellaneous	1.0	$100.00	$100.00	
Total Other Costs				$407

FEE (Profit)	10.00%	$3,899

SUBCONTRACTOR COSTS (detailed cost estimate attached)

LSA	$3,200	
Wreco	$3,100	
		$6,300

TOTAL COST	**$49,594**

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

County of Monterey

Robinson Road Bridge Scour Repair

Amendment No. 4, HMMP, AA, and Permit Agen

TRC ENGINEERS, INC.

BASIC SERVICES DESIGN FEE ESTIMATE WORKSHEET

F roposal Date: 06/11/21

Project:	226649.00
Increase:	0.0%
Sub administration:	0.0%
Current Date:	24-Jun-21
Current Time:	05:51:19 PM

Expenses	
Description	Amount
Travel	
Airfare (round trips)	$0
Mileage	$196
Lodging	$0
Per Diem	$47
Car rental	$38
Miscellaneous Travel	$0
Travel Subtotal	$281
Other Direct Costs	$125
Subconsultants Admin. Costs	$0
ODC Subtotal	$125
Total	$407

Subconsultants (Labor + ODC)	
Name	**Amount**
Quincy Engineering	
LSA	$3,200.00
Parikh	
Taber	
Wreco	$3,100.00
Whitson	
Total	$6,300

Total Fee Estimate (w/escalation)	
Labor	**$42,887.32**
Subconsultants	**$6,300.00**
Expenses	**$406.65**
Total	**$49,593.97**

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

County of Monterey
Robinson Road Bridge Scour Repair
Environmental, Roadway, and Bridge Tasks

TRC ENGINEERS, INC.
HOURS & DESIGN FEE WORKSHEET

Proposal Date: 06/11/21
Start Date: 06/24/21
End Date: 12/31/21

Project: 226649

LABOR

	Task Description	Project Manager M. Imbriani Hours	Environmental Manager A. Napiatek Hours	Project Engineer J. Conklin Hours	Sr. Roadway Engineer A. Bedal Hours	Roadway Engineer II D. Lockett Hours	Sr. Bridge Engineer R. Dansby Hours	Environmental Planner T. Hartwig Hours	Sr. Bridge Engineer K. Negoro Hours	Bridge Engineer II G. Angel Hours	Project Engineer C. Pinkerton Hours	CADD Supervisor G. Imbsen Hours	CADD Technician A. Cardoza Hours	Admin / Publishing T. Maechler Hours	Total Hours	Total $	Phase Subtotals Hrs	Phase Subtotals $	% of Total
Phase 0	**PROJECT MANAGEMENT**																24	$6,240	
0.1.2	***PROJECT MANAGEMENT***	8													8	$2,080			
0.2.2	PROJECT INITIATION																		
0.3.2	***COORDINATION MEETINGS***	8													8	$2,080			
0.4.2	***DESIGN REVIEW MEETINGS***	4													4	$1,040			
0.5.2	***CALTRANS LOCAL ASSISTANCE COORDINATION***	4													4	$1,040			
Phase I	**PRELIMINARY ENGINEERING AND REPORTS**																24	$5,481	
1.1	TOPOGRAPHIC SURVEYING																		
1.1.1	HYDRAULIC HEC-RAS CROSS-SECTIONS																		
1.1.2	TOPOGRAPHICAL PLAN																		
1.2	HYDROLOGIC AND HYDRAULIC ANALYSIS																		
1.2.1	PRELIMINARY ASSESSMENT																		
1.2.2	FIELD RECONNAISSANCE																		
1.2.3	***HYDROLOGIC DATA***																		
1.2.4.2	***HYDRAULIC ANALYSIS***																		
1.2.5	SCOUR ANALYSIS																		
1.2.6	COUNTERMEASURES DESIGN																		
1.2.7.2	***DESIGN HYDRAULIC STUDY REPORT***	2													2	$520			
1.3	GEOTECHNICAL INVESTIGATION																		
1.4	UTILITY COORDINATION																		
1.5	RIGHT-OF-WAY ENGINEERING																		
1.6	RIGHT-OF-WAY ACQUISITION (BY COUNTY)																		
1.7	ENVIRONMENTAL DOCUMENTS																		
1.7.1	PROJECT INITIATION AND PROJECT DESCRIPTION																		
1.7.1.1	KICK-OFF MEETING WITH PROJECT TEAM/FIELD REVIEW																		
1.7.1.2.2	COORDINATION WITH RESPONSIBLE/COOPERATING AGENCIES AND OTHER STAKEHOLDERS	12			2									2	16	$3,584			
	Predesign																		
	NMFS Design Phase																		
1.7.1.3.2	PROJECT DESCRIPTION	4												1	5	$1,117			
1.7.2	PREPARATION OF DRAFT TECHNICAL STUDIES																		
1.7.2.1	NATURAL ENVIRONMENT STUDY (NES)																		
1.7.2.2	JURISDICTIONAL DELINEATION (JD)																		
1.7.2.3	BIOLOGICAL ASSESSMENT (BA)																		
1.7.2.4	CULTURAL RESOURCES																		
1.7.2.5	GEOLOGY																		
1.7.2.6	HAZARDOUS MATERIALS																		
1.7.2.7	HYDROLOGY AND WATER QUALITY																		
1.7.2.8.2	FLOODPLAIN EVALUATION REPORT	1													1	$260			
1.7.2.9	NOISE																		
1.7.3	REVISE DRAFT DOCUMENTS BASED ON COUNTY AND CALTRANS																		
1.7.4	FINAL TECHNICAL STUDIES																		
1.7.5	PREPARATION OF ADMINISTRATIVE DRAFT AND PUBLIC REVIEW DRAFT ENVIRONMENTAL DOCUMENTS																		
1.7.5.1	CIRCULATE DRAFT ED FOR PUBLIC REVIEW																		
1.7.5.2	RESPONSE TO COMMENTS BASED ON PUBLIC COMMENT																		
1.7.6	FINAL ED																		
1.7.7	PERMITTING																		
1.7.8	MEETING/HEARING ATTENDANCE																		
1.8	35% SUBMITTAL; PRELIMINARY DESIGN AND TYPE SELECTION:																		
1.8.1	PRELIMINARY STRATEGY REPORT																		
1.8.2	35% PRELIMINARY PLANS																		
Phase II	**FINAL DESIGN**																11	$2,494	
2.1	UNCHECKED DESIGN SUBMITTALS (65% PS&E)																		
2.1.1	65% COMPLETE PLANS																		
2.1.2	65% COMPLETE SPECIFICATIONS																		
2.1.3	65% CONSTRUCTION COST ESTIMATE																		
2.1.4	MEMORANDUM RESPONSE TO COMMENTS																		
2.1.5	***75% PLANS AND ESTIMATE **NEW AMEND NO. 3 TASK***																		
2.2	CHECKED DESIGN SUBMITTAL (95% PS&E)																		
2.2.1.1	***95% COMPLETE PLANS***	2													2	$520			
2.2.2.1	***95% COMPLETE SPECIFICATIONS***	2													2	$520			
2.2.3.1	***95% CONSTRUCTION COST ESTIMATE***	1													1	$260			
2.2.4.1	QA REVIEW	2													2	$520			
2.2.5.1	***MEMORANDUM RESPONSE TO COMMENTS***	2												2	4	$674			
2.3	FINAL DESIGN SUBMITTAL (100% PS&E)																		
2.3.1	***100% FINAL PLANS***																		
2.3.2	MEMORANDUM RESPONSE TO COMMENTS																		
2.3.3	BID DOCUMENTS																		
2.4	BIDDING PERIOD SERVICES																		
Phase III	**CONSTRUCTION**																2	$340	
3.1.1	CONSTRUCTION SUPPORT				1		1								2	$340			
3.2	AS-BUILT PLANS																		
Phase IV	**SUPPLEMENTAL TASKS**																173	$28,332	
4.1	PUBLIC OUTREACH MEETING																		
4.2	***BIOLOGY TASKS***																		
	Pre-Permit Application Costs																		
4.2.1	SPECIAL-STATUS PLANT SURVEYS																		
4.2.2	CRLF SITE ASSESSMENT AND FIELD SURVEYS SITE ASSESSMENT																		
4.2.3	BAT DETECTION SURVEYS																		
4.2.4	HMMP		16					84						8	108	$16,595			
4.2.5	ALTERNATIVES ANALYSIS	12	8		8		24	12						1	65	$11,737			
		Hrs 64	Hrs 24	Hrs 9	Hrs 2	Hrs	Hrs 25	Hrs 96	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs 14	234	$42,887	234	$42,887	
		Rate 260.0	Rate 185.0	Rate 185.0	Rate 155.0	Rate 130.0	Rate 155.0	Rate 155.0	Rate 155.0	Rate 130.0	Rate 185.0	Rate 145.0	Rate 95.0	Rate 77.0					
	Fee/Classification	16641	4440	1665	310		3875	14879						1078	234	$42,887		hours ok	
	% of Total Hours/Classification	27%	10%	4%	1%		11%	41%						6%	100%			dollars ok	

Notes:

ODCs	
Travel	281.2
Mail	2.45
Overnight mail	23
Copies (8.5x1	
Copies (11x17	
Mylars (22x34	
Miscellaneous	100
Total ODCs	406.65
Grand Total	43293.9725

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

County of Monterey
Robinson Road Bridge Scour Repair
Amendment No. 4, HMMP, AA, and Permit Agency Coordination & Design

LSA ASSOCIATES, INC
HOURS & DESIGN FEE WORKSHEET

LABOR

	Task Description	Project Manager P. Reading Hours	Associate Environmental Planner L. Frakes Hours	Assistant Environmental Planner C. Sanders Hours	Biology Principal T.Lacy Hours	Senior Biologist E.Lichtwardt Hours	Water Quality Specialist N.West Hours	GIS Specialist T.Flahive Hours	Document Management J. Starr Hours	Word Processing A.Long Hours		Total Hours	Total $	Phase Subtotals Hrs	$	% of Total
Phase 0	**PROJECT MANAGEMENT**															
0.1.2	***PROJECT MANAGEMENT***															
0.2.2	PROJECT INITIATION															
0.3.2	***COORDINATION MEETINGS***															
0.4.2	***DESIGN REVIEW MEETINGS***															
0.5.2	***CALTRANS LOCAL ASSISTANCE COORDINATION***															
Phase I	**PRELIMINARY ENGINEERING AND REPORTS**															
1.1	TOPOGRAPHIC SURVEYING															
1.1.1	HYDRAULIC HEC-RAS CROSS-SECTIONS															
1.1.2	TOPOGRAPHICAL PLAN															
1.2	HYDROLOGIC AND HYDRAULIC ANALYSIS															
1.2.1	PRELIMINARY ASSESSMENT															
1.2.2	FIELD RECONNAISSANCE															
1.2.3	***HYDROLOGIC DATA***															
1.2.4.2	***HYDRAULIC ANALYSIS***															
1.2.5	SCOUR ANALYSIS															
1.2.6	COUNTERMEASURES DESIGN															
1.2.7.2	***DESIGN HYDRAULIC STUDY REPORT***															
1.3	GEOTECHNICAL INVESTIGATION															
1.4	UTILITY COORDINATION															
1.5	RIGHT-OF-WAY ENGINEERING															
1.6	RIGHT-OF-WAY ACQUISITION (BY COUNTY)															
1.7	ENVIRONMENTAL DOCUMENTS															
1.7.1	PROJECT INITIATION AND PROJECT DESCRIPTION															
1.7.1.1	KICK-OFF MEETING WITH PROJECT TEAM/FIELD REVIEW															
1.7.1.2.2	COORDINATION WITH RESPONSIBLE/COOPERATING AGENCIES AND OTHER STAKEHOLDERS															
	Predesign															
	NMFS Design Phase															
1.7.1.3.2	PROJECT DESCRIPTION															
1.7.2	PREPARATION OF DRAFT TECHNICAL STUDIES															
1.7.2.1	NATURAL ENVIRONMENT STUDY (NES)															
1.7.2.2	JURISDICTIONAL DELINEATION (JD)															
1.7.2.3	BIOLOGICAL ASSESSMENT (BA)															
1.7.2.4	CULTURAL RESOURCES															
1.7.2.5	GEOLOGY															
1.7.2.6	HAZARDOUS MATERIALS															
1.7.2.7	HYDROLOGY AND WATER QUALITY															
1.7.2.8.2	FLOODPLAIN EVALUATION REPORT															
1.7.2.9	NOISE															
1.7.3	REVISE DRAFT DOCUMENTS BASED ON COUNTY AND CALTRANS COMMENTS															
1.7.4	FINAL TECHNICAL STUDIES															
1.7.5	PREPARATION OF ADMINISTRATIVE DRAFT AND PUBLIC REVIEW DRAFT ENVIRONMENTAL DOCUMENTS															
1.7.5.1	CIRCULATE DRAFT ED FOR PUBLIC REVIEW															
1.7.5.2	RESPONSE TO COMMENTS BASED ON PUBLIC COMMENT															
1.7.6	FINAL ED															
1.7.7	PERMITTING															
1.7.8	MEETING/HEARING ATTENDANCE															
1.8	35% SUBMITTAL; PRELIMINARY DESIGN AND TYPE SELECTION:															
1.8.1	PRELIMINARY STRATEGY REPORT															
1.8.2	35% PRELIMINARY PLANS															
Phase II	**FINAL DESIGN**															
2.1	UNCHECKED DESIGN SUBMITTALS (65% PS&E)															
2.1.1	65% COMPLETE PLANS															
2.1.2	65% COMPLETE SPECIFICATIONS															
2.1.3	65% CONSTRUCTION COST ESTIMATE															
2.1.4	MEMORANDUM RESPONSE TO COMMENTS															
2.1.5	***75% PLANS AND ESTIMATE **NEW AMEND NO. 3 TASK***															
2.2	CHECKED DESIGN SUBMITTAL (95% PS&E)															
2.2.1.1	***95% COMPLETE PLANS***															
2.2.2.1	***95% COMPLETE SPECIFICATIONS***															
2.2.3.1	***95% CONSTRUCTION COST ESTIMATE***															
2.2.4.1	QA REVIEW															
2.2.5.1	***MEMORANDUM RESPONSE TO COMMENTS***															
2.3	FINAL DESIGN SUBMITTAL (100% PS&E)															
2.3.1	***100% FINAL PLANS***															
2.3.2	MEMORANDUM RESPONSE TO COMMENTS															
2.3.3	BID DOCUMENTS															
2.4	BIDDING PERIOD SERVICES															
Phase III	**CONSTRUCTION**															
3.1.1	CONSTRUCTION SUPPORT															
3.2	AS-BUILT PLANS															
Phase IV	**SUPPLEMENTAL TASKS**														$3,200	100%
4.1	PUBLIC OUTREACH MEETING															
4.2	***BIOLOGY TASKS***															
	Pre-Permit Application Costs															
4.2.1	SPECIAL-STATUS PLANT SURVEYS															
4.2.2	CRLF SITE ASSESSMENT AND FIELD SURVEYS SITE ASSESSMENT															
4.2.3	BAT DETECTION SURVEYS															
4.2.4	HMMP	8										8	$1,600			
4.2.5	ALTERNATIVES ANALYSIS	8										8	$1,600			
	Total Hours											16	3200		$3,200	100%
	Loaded Billing Rate	200.00	150.00	100.00	190.00	145.00	180.00	160.00	60.00	95.00						
	Cost	-	-	-	-	-	-	-	-	-					check hours	
	% of Total Hours by Classification											100%			check$$	

Notes:

Task 4.1 ODCs
Task 4.2 ODCs
Task 4.3 ODCs

Total ODCs

Grand Total

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

County of Monterey
Robinson Road Bridge Scour Repair
Amendment No. 4, HMMP, AA, and Permit Agency Coordination & Design

WRECO
HOURS & DESIGN FEE WORKSHEET

	Task Description	LABOR															Total $
		Principal Engineer		Supervising Engineer		Senior Engineer		Associate Engineer		Staff Engineer		Technician		Clerical/ Tech Editor		Total Hours	
		H. Liang		TBD		C. Sewell		TBD		TBD		TBD		TBD			
			Hours		Hours		Hours		Hours		Hours		Hours		Hours		
Phase 0	**PROJECT MANAGEMENT**																
0.1.2	***PROJECT MANAGEMENT***																
0.2.2	PROJECT INITIATION																
0.3.2	***COORDINATION MEETINGS***																
0.4.2	***DESIGN REVIEW MEETINGS***																
0.5.2	***CALTRANS LOCAL ASSISTANCE COORDINATION***																
Phase I	**PRELIMINARY ENGINEERING AND REPORTS**																
1.1	TOPOGRAPHIC SURVEYING																
1.1.1	HYDRAULIC HEC-RAS CROSS-SECTIONS																
1.1.2	TOPOGRAPHICAL PLAN																
1.2	HYDROLOGIC AND HYDRAULIC ANALYSIS																
1.2.1	PRELIMINARY ASSESSMENT																
1.2.2	FIELD RECONNAISSANCE																
1.2.3	***HYDROLOGIC DATA***																
1.2.4.2	***HYDRAULIC ANALYSIS***				2						6					8	$910
1.2.5	SCOUR ANALYSIS																
1.2.6	COUNTERMEASURES DESIGN																
1.2.7.2	***DESIGN HYDRAULIC STUDY REPORT***				2						2					4	$550
1.3	GEOTECHNICAL INVESTIGATION																
1.4	UTILITY COORDINATION																
1.5	RIGHT-OF-WAY ENGINEERING																
1.6	RIGHT-OF-WAY ACQUISITION (BY COUNTY)																
1.7	ENVIRONMENTAL DOCUMENTS																
1.7.1	PROJECT INITIATION AND PROJECT DESCRIPTION																
1.7.1.1	KICK-OFF MEETING WITH PROJECT TEAM/FIELD REVIEW																
1.7.1.2.2	COORDINATION WITH RESPONSIBLE/COOPERATING AGENCIES AND OTHER STAKEHOLDERS																
1.7.1.3.2	PROJECT DESCRIPTION																
1.7.2	PREPARATION OF DRAFT TECHNICAL STUDIES																
1.7.2.1	NATURAL ENVIRONMENT STUDY (NES)																
1.7.2.2	JURISDICTIONAL DELINEATION (JD)																
1.7.2.3	BIOLOGICAL ASSESSMENT (BA)																
1.7.2.4	CULTURAL RESOURCES																
1.7.2.5	GEOLOGY																
1.7.2.6	HAZARDOUS MATERIALS																
1.7.2.7	HYDROLOGY AND WATER QUALITY																
1.7.2.8.2	FLOODPLAIN EVALUATION REPORT				2											2	$370
1.7.2.9	NOISE																
1.7.3	REVISE DRAFT DOCUMENTS BASED ON COUNTY AND CALTRANS COMMENTS																
1.7.4	FINAL TECHNICAL STUDIES																
1.7.5	PREPARATION OF ADMINISTRATIVE DRAFT AND PUBLIC REVIEW DRAFT ENVIRONMENTAL DOCUMENTS																
1.7.5.1	CIRCULATE DRAFT ED FOR PUBLIC REVIEW																
1.7.5.2	RESPONSE TO COMMENTS BASED ON PUBLIC COMMENT																
1.7.6	FINAL ED																
1.7.7	PERMITTING																
1.7.8	MEETING/HEARING ATTENDANCE																
1.8	35% SUBMITTAL; PRELIMINARY DESIGN AND TYPE SELECTION:																
1.8.1	PRELIMINARY STRATEGY REPORT																
1.8.2	35% PRELIMINARY PLANS																
Phase II	**FINAL DESIGN**																
2.1	UNCHECKED DESIGN SUBMITTALS (65% PS&E)																
2.1.1	65% COMPLETE PLANS																
2.1.2	65% COMPLETE SPECIFICATIONS																
2.1.3	65% CONSTRUCTION COST ESTIMATE																
2.1.4	MEMORANDUM RESPONSE TO COMMENTS																
2.1.5	***75% PLANS AND ESTIMATE **NEW AMEND NO. 3 TASK***																
2.2	CHECKED DESIGN SUBMITTAL (95% PS&E)																
2.2.1.1	***95% COMPLETE PLANS***										4					4	$360
2.2.2.1	***95% COMPLETE SPECIFICATIONS***										2					2	$180
2.2.3.1	***95% CONSTRUCTION COST ESTIMATE***										2					2	$180
2.2.4.1	QA REVIEW																
2.2.5.1	***MEMORANDUM RESPONSE TO COMMENTS***				2						2					4	$550
2.3	FINAL DESIGN SUBMITTAL (100% PS&E)																
2.3.1	***100% FINAL PLANS***																
2.3.2	MEMORANDUM RESPONSE TO COMMENTS																
2.3.3	BID DOCUMENTS																
2.4	BIDDING PERIOD SERVICES																
Phase III	**CONSTRUCTION**																
3.1.1	CONSTRUCTION SUPPORT																
3.2	AS-BUILT PLANS																
Phase IV	**SUPPLEMENTAL TASKS**																
4.1	PUBLIC OUTREACH MEETING																
4.2	***BIOLOGY TASKS***																
	Predesign																
	NMFS Design Phase																
	Pre-Permit Application Costs																
4.2.1	SPECIAL-STATUS PLANT SURVEYS																
4.2.2	CRLF SITE ASSESSMENT AND FIELD SURVEYS SITE ASSESSMENT																
4.2.3	BAT DETECTION SURVEYS																
4.2.4	HMMP																
4.2.5	ALTERNATIVES ANALYSIS																
	Total Hours				8						18					26	$3,100
	Loaded Billing Rate		260.00		185.00		175.00		115.00		90.00		85.00		75.00		
	Cost		-		1,480		-		-		1,620		-		-	26	$3,100
	% of Total Hours by Classification				31%						69%					100%	

Notes:

ODCs
Travel /Per Diem
Office Misc/Repro

Total ODCs

Grand Total $3,100

DocuSign Envelope ID: 9D82ADC1-622C-4145-BB26-431E4B8CC142

TRC ENGINEERS, INC.

EXPENSES ESTIMATE WORKSHEET
County of Monterey
Robinson Road Bridge Scour Repair
Amendment No. 4, HMMP, AA, and Permit

Travel

From	Rancho Cordova								
To	Salinas								
# of people	1								
# of days	1	# of nights	0						
# of trips	1								
	Rate		#			#			
Airfare (round trips)		x		trips	x		people	=	$0.00
Mileage	$0.545	x	360	miles (RT)	x	1	trips	=	$196.20
Lodging		x		nights	x		people	=	$0.00
Per Diem	$47.00	x	1	days	x	1	people	=	$47.00
Car rental	$38.00	x	1	days	x		people	=	$38.00
Miscellaneous Travel		x		units	x		units	=	$0.00
Total Travel									$281.20

ODC's

	Rate		#			
Mail	$0.49	x	5	pieces	=	$2.45
Overnight mail	$11.50	x	2	pieces	=	$23.00
Copies (8.5x11)	$0.08	x		copies	=	$0.00
Copies (11x17)	$0.12	x		prints	=	$0.00
Prints (22x34)	$2.50	x		prints	=	$0.00
Mylars (22x34)	$15.00	x		prints	=	$0.00
Envir. Permits		x			=	$0.00
Miscellaneous	$100.00	x	1	units	=	$100.00
Total ODC's						$125.45

Total Travel and ODC's	**$406.65**

Monterey County
Board of Supervisors

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

Board Order

Amendment No.: A-12658, Amendment No. 3
Upon motion of Supervisor Adams, seconded by Supervisor Alejo and carried by those members present, the Board of Supervisors hereby:

a. Approved Amendment No. 3 to Professional Services Agreement No. A-12658 with TRC Engineers, Inc. to: include additional services associated with bridge design services for the Robinson Road Bridge Scour Repair, County Bridge No. 503, State Project No. EA 05- 930265, Federal Aid Project No. BHLO-5944 (099) under Request for Qualifications (RFQ) #10490; update the Rate Schedule; increase the not to exceed amount by $199,712 for a total amount not to exceed $696,381; and to extend the expiration date for approximately thirty four (34) additional months through December 31, 2021, for a revised term from March 10, 2015 to December 31, 2021, approximately twenty-two (22) months beyond the maximum term allowed per RFQ #10490; and
b. Authorized the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 3 to Professional Services Agreement (PSA) No. A-12658.

PASSED AND ADOPTED on this 8th day of January 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 81 for the meeting January 8, 2019.

Dated: January 9, 2019
File ID: A 18-490

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

Joel G. Pablo, Deputy

AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
TRC ENGINEERS, INC.

THIS AMENDMENT NO. 3 to Professional Services Agreement No. A-12658 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and TRC Engineers, Inc. (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 Professional Services Agreement No. A-12658 with County on March 11, 2015 (hereinafter, "Agreement") to provide bridge design services (hereinafter, "Services") for the Robinson Road Bridge Scour Repair, County Bridge No. 503 (hereinafter, "Project") through March 10, 2018 with the option to extend the Agreement for two (2) additional one (1) year periods for an amount not to exceed $496,669; and

WHEREAS, Agreement was amended by the Parties on August 17, 2015 (hereinafter, "Amendment No. 1", including Exhibit A-1, Revised Rate Schedule") to update the Rate Schedule, effective March 10 2015 with no extension to the term and with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on March 8, 2018 (hereinafter, "Amendment No. 2") to extend the term for one (1) additional year through March 10, 2019 with no increase in the not to exceed amount; and

WHEREAS, County has a continued need for services beyond the anticipated five (5) year Agreement term allowed per Request for Qualifications (RFQ) #10490; and

WHEREAS, CONTRACTOR's Rate Schedule requires an update effective January 1, 2019; and

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to complete new tasks to address the requirements placed on the Project by the National Marine Fisheries Services as stated in the Endangered Species Act, Section 7(a)(2), Biological Option, date stamped June 13, 2018; and

WHEREAS, the Parties wish to further amend the Agreement to update the provisions of the Agreement, to update the Rate Schedule, effective January 1, 2019, to extend the term for approximately thirty-four (34) additional months to December 31, 2021, and to increase the amount by $199,711.94 for a total amount not to exceed $696,380.94 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 3.

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

1. Amend the first sentence of Paragraph 1, "Services to be Provided", to read as follows:

   The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibits A and A-2** in conformity with the terms of this Agreement.

2. Amend Paragraph 2, "Payment by County", to read as follows:

   County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibits A and A-2**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $696,380.94.

3. Amend the first sentence of Paragraph 3, "Term of Agreement", to read as follows:

   The term of this Agreement is from March 10, 2015 to December 31, 2021, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4, "Additional Provisions/Exhibits", to delete "Exhibit A-1 – Revised Rate Schedule" and add "Exhibit A-2 – Scope of Services/Payment Provisions".

5. Amend Section 8.2, "Indemnification for Design Professional Claims", of Paragraph 8, "Indemnification", to read as follows:

   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 faulty as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one (1) or more defendants to any action involving such claim or claims against COUNTY is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

6. In all places within the Agreement, any reference to "Exhibit A-1 - Revised Rate Schedule" is hereby replaced with the Revised Rate Schedule in "Exhibit A-2 – Scope of Services/Payment Provisions", effective January 1, 2019.

7. The "Project Schedule" referenced in the Agreement, Exhibit A - Scope of Services/Payment Provisions, is hereby amended to extend through December 31, 2021, to conform to the amended term of the Agreement.

8. Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number #3000*1584, Project name and associated Purchase Order number, and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP-GP@co.monterey.ca.us:

County of Monterey
Resource Management Agency (RMA) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement should be directed to the RMA Finance Division at (831) 755-4800 or via email to: RMA-Finance-AP-GP@co.monterey.ca.us.

9. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.

10. This Amendment No. 3 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

11. The recitals to this Amendment No. 3 are incorporated into the Agreement and this Amendment No. 3.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

Approved as to Form and Legality
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: _____
Mary Grace Perry
Deputy County Counsel

Date: _____

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR*

TRC Engineers, Inc.
Contractor's Business Name

By: _____
(Signature of Chair, President or Vice President)

Its: Mark Imbriani, Vice President
(Print Name and Title)

Date: 11/20/18

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

Its: GRANT RATKOVIC - ASST SECRETARY
(Print Name and Title)

Date: 11/19/2018

*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) managing members. 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.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

~~COUNTY OF MONTEREY~~

~~By:~~ _____
~~Contracts/Purchasing Officer~~

Date: 1-11-19

Approved as to Form and Legality
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: _____
Mary Grace Perry
Deputy County Counsel

Date: 11-27-18

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: 11-27-18

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR*

TRC Engineers, Inc.
Contractor's Business Name

By: _____
(Signature of Chair, President or Vice President)

Its: Mark Imbriani, Vice President
(Print Name and Title)

Date: 11/20/18

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

Its: GRANT RATKOVIC - ASST SECRETARY
(Print Name and Title)

Date: 11/19/2018

*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) managing members. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
TRC Engineers, Inc., hereinafter referred to as CONTRACTOR"

SCOPE OF SERVICES:

Based on the results of the consultation with the National Marine Fisheries Service (NMFS), NMFS was determined that the Robinson Road Bridge Scour Repair, County Bridge No. 503 (Project) as originally scoped has a detrimental impact on the South-Central California Coast Steelhead. This scope addresses the requirements placed on the Project by NMFS in the Endangered Species Act Section 7(a)(2), Biological Opinion (BO), date stamped June 13, 2018.

CONTRACTOR shall provide the following additional tasks in the implementation of scour countermeasures to protect the substructure of the Project and will consist of the following Phases:

Phase 0:	Project Management
Phase I:	Preliminary Engineering and Reports
Phase II:	Final Design
Phase III:	Construction
Phase IV:	Supplemental Services

PHASE 0: PROJECT MANAGEMENT

0.1 PROJECT MANAGEMENT

0.1.1 ADDITIONAL PROJECT MANAGEMENT SERVICES

CONTRACTOR shall provide additional Project Management services, as described in Task 0.1 of the original Agreement.

Total Amount Increase: $3,550.01

0.3 COORDINATION MEETINGS

0.3.1 ADDITIONAL COORDINATION MEETINGS

CONTRACTOR shall attend additional coordination meetings as follows: one (1) with County and three (3) with NMFS. Meetings shall be held at County offices in Salinas, California or by conference call. Effort includes preparation of agendas and meeting minutes for four (4) meetings.

Total Amount Increase: $2,677.95

0.4 DESIGN REVIEW MEETINGS

0.4.1 ADDITIONAL DESIGN REVIEW MEETINGS

CONTRACTOR shall attend two (2) additional design review meetings. These meetings are assumed to be held via conference call by team members and NMFS. Effort includes preparation of agendas and meeting minutes.

Total Amount Increase: $1,937.98

0.5 CALTRANS LOCAL ASSISTANCE COORDINATION

0.5.1 ADDITIONAL CALTRANS LOCAL ASSISTANCE COORDINATION

CONTRACTOR shall provide additional coordination with Caltrans Local Assistance. Work shall include preparation of an Exhibit 6D package and coordination efforts to attempt to secure the additional Highway Bridge Program (HBP) funding to cover the costs of the extra design and construction work required by NMFS.

DELIVERABLES

- *NMFS Coordination Meeting Agendas and Meeting Minutes, (four (4) meetings)*
- *NMFS Design Review Meeting Agendas and Meeting Minutes (two (2) meetings)*
- *Completion of Exhibit 6D for HBP Funding Request*

Total Amount Increase: $3,128.07

PHASE I: PRELIMINARY ENGINEERING AND REPORTS

1.2.4 HYDRAULIC ANALYSIS

1.2.4.1 ADDITIONAL HYDRAULIC ANALYSIS WORK

CONTRACTOR shall review Federal Highway Administration (FHWA), NMFS and Caltrans design guidance, Agency review comments and other pertinent Project information as related to work performed in Exhibit A-2.

CONTRACTOR shall investigate alternative scour and velocity countermeasures including rock vanes, spurs, and bio-technical countermeasures (possible options include vegetated geosynthetic products, large woody debris (LWD), root wads, live staking and vegetated riprap) with the goal of balancing and minimizing velocity, backwater effects and Water Surface Elevation (WSE). It is assumed that LWD/root wad type improvements shall be chosen and shall not be located in excess of one hundred feet (100') upstream or downstream of the edges of the existing bridge such that additional topographic survey is not required.

DELIVERABLES:

- *Bridge and Slope Scour Protection Alternatives Evaluation Memo (Draft and Final)*

Total Amount Increase: $10,910.00

1.2.7 DESIGN HYDRAULIC STUDY REPORT

1.2.7.1 ADDITIONAL HYDRAULIC STUDY REPORT WORK

The Design Hydraulic Study shall be modified to reflect the results of the analysis including the LWD construction in the river.

DELIVERABLES

- *Revised Design Hydraulic Study with LWD*

Total Amount Increase: 1,369.97

1.4 UTILITY COORDINATION

1.4.1 ADDITIONAL UTILITY COORDINATION WORK

Additional utility coordination work shall be performed to facilitate Pacific Gas & Electric Company (PG&E) pole relocation at the access road as well as to coordinate with AT&T and Comcast in assisting the relocation design of their facilities. Color coded conflict exhibit maps shall be prepared for use by each utility company. CONSULTANT shall also prepare a utility memo for use in the environmental process and document.

DELIVERABLES

- *Utility Conflict Map*
- *Utility Disposition Table*
- *Utility Coordination Confirmation Confirmers*

Total Amount Increase: $8,279.65

1.5 RIGHT-OF-WAY (ROW) ENGINEERING

1.5.1 ADDITIONAL ROW ENGINEERING WORK

Additional ROW coordination and engineering, including assistance during the acquisition process, shall be required for the access road accommodation and utility relocation activities.

DELIVERABLES

- *ROW Needs Map*
- *ROW Coordination Conversation Confirmers*

Total Amount Increase: $7,039.73

1.7 ENVIRONMENTAL DOCUMENTS

1.7.1.2 COORDINATION WITH RESPONSIBLE/COOPERATING AGENCIES AND OTHER STAKEHOLDERS

1.7.1.2.1 ADDITIONAL COORDINATION WITH RESPONSIBLE/ COOPERATING AGENCIES AND OTHER STAKEHOLDERS

PREDESIGN

Prior to final design, CONTRACTOR shall conduct conference call meetings with responsible/cooperating agencies and other stakeholders, the design team, and County to discuss Project-related impacts and avoidance measures, including Project design modifications and/or additional mitigation. These agencies are expected to include Caltrans Environmental, California Department of Fish and Wildlife (CDFW), NMFS United States Fish and Wildlife (USFWS), and the United States. Army Corp of Engineers (USACE), in addition to County.

NMFS DESIGN PHASE

CONTRACTOR shall also coordinate with responsible/cooperating agencies and other stakeholders, the design team, and County, such as through emails and phone calls, to clarify Project design details and issues, and to provide supporting information. This task includes participation in up to five (5) meetings with responsible/cooperating agencies and other stakeholders, including preparation of meeting materials and providing requested follow- up Project-related information and materials after the meeting. This task also includes time for internal team meetings to discuss agency and stakeholder information requests and time to research, review, describe and share requested information. A diversion/dewatering plan shall be developed for use in obtaining environmental clearance and to facilitate fish passage during construction.

Total Amount Increase: $24,339.85

1.7.1.3 PROJECT DESCRIPTION

1.7.1.3.1 ADDITIONAL PROJECT DESCRIPTION WORK

CONTRACTOR shall modify the Project Description to reflect the added mitigation features required by NMFS.

Total Amount Increase: $1,260.00

1.7.2.8 FLOODPLAIN EVALUATION REPORT

1.7.2.8.1 ADDITIONAL FLOODPLAIN ELEVATION REPORT

CONTRACTOR shall modify the floodplain evaluation report and Location Hydraulic Study to account for the required mitigation features to be placed in the river.

Total Amount Increase: $1,819.95

PHASE II: FINAL DESIGN

2.1 UNCHECKED DESIGN SUBMITTALS [65% PLANS, SPECIFICATIONS & ESTIMATE (PS&E)]

2.1.5 75% PLANS AND ESTIMATE (P&E)

CONTRACTOR shall develop design PS&E to implement the preferred scour and velocity countermeasures identified in Task 1.2. Selection of revegetation materials shall utilize location-appropriate native planting palettes. It is anticipated that these plans will include general areas of planting along with layout of countermeasures using the Project survey and design plans as a basis. The plans shall include design details for construction. The plans shall be submitted to County, Caltrans and NMFS for review and comment.

Anticipated NEW plan sheets include:

- *Revegetation Legend and Revegetation Quantities*
- *Revegetation Plan*
- *LWD/Root Wad Revetment Layout Plan*
- *LWD/Root Wad Revetment Sections*
- *LWD/Root Wad Revetment Construction Details*
- *Erosion Control Legend*
- *Erosion Control Plan*
- *Erosion Control Quantities*
- *Rock Slope Protection (RSP) A10B – Lines and Symbols for Erosion Control*
- *RSP H1 – Landscape and Erosion Control Symbols*
- *Temporary Creek Diversion Plan*
- *Temporary Creek Diversion Details*
- *Temporary Water Pollution Control Plan*

Anticipated REVISED plan sheets include:

- *General Plan*
- *Foundation Plan*
- *Scour Protection Details – 2 sheets*
- *Construction Details – 2 sheets*

DELIVERABLES

- *75% P&E*

Total Amount Increase: $40,309.72

2.2 CHECKED DESIGN SUBMITTAL (95% PS&E)

Additional checked design submittal work, including the following subtasks:

2.2.1.1 ADDITIONAL 95% COMPLETE PLANS

CONTRACTOR shall provide additional engineering effort to provide 95% complete Plans for the additional work performed in Exhibit A-2.

Total Amount Increase: $20,099.69

2.2.2.1 ADDITIONAL 95% COMPLETE SPECIFICATIONS

CONTRACTOR shall provide additional engineering effort to provide 95% complete Specifications for the additional work performed in Exhibit A-2.

Total Amount Increase: $8,184.72

2.2.3.1 ADDITIONAL 95% CONSTRUCTION COST ESTIMATE

CONTRACTOR shall provide additional engineering effort to provide a 95% Construction Cost Estimate for the additional work performed in Exhibit A-2.

Total Amount Increase: $6,904.76

2.2.4.1 ADDITIONAL QUALITY ASSURANCE REVIEW (QA)

CONTRACTOR shall provide additional engineering effort to provide a QA Review for the additional work performed in Exhibit A-2.

Total Amount Increase: $3,340.10

2.2.5.1 ADDITIONAL MEMORANDUM RESPONSE TO COMMENTS

CONTRACTOR shall similarly respond to NMFS 75% submittal comments for the additional work performed in Exhibit A-2.

DELIVERABLES

- Response to *75% Submittal* Comments Memo

Total Amount Increase: $3,507.87

2.3 FINAL DESIGN SUBMITTAL (100% PS&E)

2.3.1 ADDITIONAL 100% FINAL PLANS

CONTRACTOR shall provide additional engineering effort to provide 100% Final PS&E for the additional work performed in Exhibit A-2.

Total Amount Increase: $11,140.04

2.4 BIDDING PERIOD SERVICES

2.4.1 ADDITIONAL BIDDING PERIOD SERVICES

CONTRACTOR shall provide additional bidding period services for the additional work performed in Exhibit A-2.

Total Amount Increase: $1,260.00

PHASE III: CONSTRUCTION

3.1 CONSTRUCTION SUPPORT

3.1.1 ADDITIONAL CONSTRUCTION SUPPORT

CONTRACTOR shall provide additional Construction Support in Phase III of the Project for the additional work performed in Exhibit A-2.

Total Amount Increase: $2,399.98

3.2 AS-BUILT PLANS

3.2.1 ADDITIONAL AS-BUILT PLANS

CONTRACTOR shall prepare additional As-Built Plans in Phase III of the Project for the additional plan sheets generated for the work performed in Exhibit A-2.

Total Amount Increase: $2,020.10

OTHER DIRECT COSTS FOR PHASE O, I , II, AND III: 1,471.80
TOTAL AMOUNT INCREASE FOR PHASE 0, I, II, AND III: $165,480.14

GRAND TOTAL FOR PHASE 0, I, II AND III: $166.951.94

PHASE IV: SUPPLEMENTAL SERVICES

4.2 BIOLOGY TASKS

4.2.a ADDITIONAL BIOLOGY TASKS WORK

Prior to final design, CONTRACTOR shall conduct additional conference call meetings with responsible/cooperating agencies and other stakeholders, the design team, and County to discuss Project-related impacts and avoidance measures, including Project design modifications and/or additional mitigation. CONTRACTOR shall also coordinate with responsible/cooperating agencies and other stakeholders, the design team, and County, such as through emails and phone calls, to clarify Project design details and issues, and to provide supporting information. This task includes participation in up to five (5) meetings with responsible/cooperating agencies and other stakeholders, including preparation of meeting materials and providing requested follow-up Project-related information and materials after the meeting. This task also includes time for internal team meetings to discuss agency and stakeholder information requests

and time to research, review, describe and share requested information.

CONTRACTOR shall conduct one (1) in-person pre-application permit meeting with the affected permitting agencies [i.e. Monterey Peninsula Water Management District (MPWMD), USACE, Regional Water Quality Control Board (RWQCB), and CDFW], following the completion of 75% Project design plans and a second in-person pre-application permit meeting with the affected permitting agencies following the completion of 100% Project design plans for a total of two (2) in-person meetings. It is assumed that the meetings shall take place at the Project site. Prior to the pre-application meeting, CONTRACTOR shall provide the regulatory agencies with the 75% and 100% plans respectively and supporting design information. The purpose of the meetings shall be to review the mandatory requirements of the NMFS Biological Opinion, the most current Project plans, and to solicit feedback from the regulatory agencies regarding their permitting requirements. This task also includes participation in up to four (4) meetings with the regulatory permitting agencies via phone. Meeting time includes preparation of meeting materials and providing requested follow-up Project-related information and materials after the meeting. This task also includes time for internal team meetings to discuss regulatory agency information requests and time to research, review, describe and share requested information. The goal of these meetings shall be to gain clear and concise recommendations from the participating regulatory agencies, so that the Project can be designed to meet each of the regulatory agency's requirements.

DELIVERABLES

- ***Five (5) Meetings with Responsible/Cooperating Agencies and other Stakeholders***
- ***Two (2) In-person Permitting Pre-Application Meetings with Regulatory Agencies***
- ***Four (4) Permitting Pre-Application Meetings with Regulatory Agencies via phone***
- ***Diversion/Dewatering Plan***

Total Amount Increase: $32,320.00

OTHER DIRECT COSTS FOR PHASE IV: $440.00
TOTAL AMOUNT INCREASE FOR PHASE IV: $32,320.00

GRAND TOTAL INCREASE FOR PHASE IV: $32,760.00

GRAND TOTAL INCREASE TO THE AGREEMENT: $199,711.94

ANY ADDITIONAL SERVICES SHALL NOT BE PROVIDED BY CONTRACTOR UNLESS PRESENTED TO AND AUTHORIZED BY COUNTY IN WRITING VIA AN EXECUTED AMENDMENT TO THIS AGREEMENT.

PAYMENT PROVISIONS

PHASE 0, I, II, AND III - BASIC SERVICES:

1. CONTRACTOR shall be reimbursed for hours worked at the hourly rates specified in CONTRACTOR's Revised Rate Schedule, effective January 1, 2019 and attached hereto. The specified hourly rates include direct salary costs, employee benefits, overhead, and fee.
2. In addition, CONTRACTOR will be reimbursed for incurred (actual) direct costs other than salary and subconsultant costs. CONTRACTOR will be reimbursed for subconsultant costs at actual cost.
3. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified by County. CONTRACTOR shall receive compensation for travel expenses per the "Monterey County Travel and Business Expense Reimbursement Policy". A copy of the policy is available online at: http://www.co.monterey.ca.us/auditor/pdfs/County_Travel_Business_Expense_Policy_12-5-12.pdf
   To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.
4. CONTRACTOR shall invoice monthly for payment of services provided and costs incurred, including actual hours worked by task, staff member and associated cost which was incurred during the previous month.

PHASE IV - SUPPLEMENTAL SERVICES:

The basis of payment for the supplemental services provided under this Agreement shall be at the standard hourly rates specified in CONTRACTOR's Revised Rate Schedule, effective January 1, 2019 and attached hereto. The specified hourly rates include direct salary costs, employee benefits, overhead, and fee.

1. County shall reimburse CONTRACTOR at standard hourly rates as listed in the attached Revised Rate Schedule.
2. CONTRACTOR shall be reimbursed for travel expenses incurred in accordance with Paragraph 3 above, under Basic Services.

TOTAL COMPENSATION

The specific rates of compensation specified in CONTRACTOR's Revised Rate Schedule are effective on January 1, 2019 and are valid through the amended term of this Agreement. A further rate increase may be negotiated according to Section 13.0, Agreement to Terms and Conditions, of RFQ #10490 – On-Call Bridge Design Services for Monterey County Bridge Projects. If approved by County the revised hourly rates must be amended into this Agreement.

For billing purposes work shall be segregated between Basic and Supplemental Services.

The total amount payable by County for work under this Agreement for Basic Services (Phase 0, I, II and III) in the amount of $459,524.00 shall be increased by $166,951.94 for a total not to exceed amount of $626,475.94. Any further increase to the amount must be authorized by County through an amendment to this Agreement.

The total amount payable by County for work under this Agreement for Supplemental Services

(Phase IV) in the amount of $37,145.00 shall be increased by $32,760.00 for a total not to exceed amount of sum of $69,905.00. Any further increase to the amount must be authorized by County through an amendment to this Agreement.

The total amount payable by County for work under this Agreement for Basic and Supplemental Services is increased by $199,711.94 for a total Agreement amount not to exceed $696,380.94. Any further increase to the amount must be authorized by County through an amendment to this Agreement.

TRC ENGINEERS, INC.

REVISED RATE SCHEDULE

LABOR RATES

Personnel Classification	2019-20	2021
Project Manager	$ 260.00	$270.00
Project Engineer/Coordinator	$ 185.00	$190.00
Environmental Manager	$ 180.00	$185.00
Certified Industrial Hygienist	$ 180.00	$185.00
Senior Engineer	$ 155.00	$160.00
ISA Scientist	$ 140.00	$145.00
Engineer II	$ 130.00	$135.00
Engineer I	$ 100.00	$105.00
CADD Supervisor	$ 145.00	$150.00
CADD Technician	$ 95.00	$100.00
Desktop Publisher	$ 77.00	$80.00
Administrative Assistant	$ 77.00	$80.00

The 2019-2020 rates are effective from January 1, 2019 through December 31, 2020. The 2021 rates are effective from January 1, 2021 through December 31, 2021. Similarly titled staff will be billed at equivalent rates (i.e. Senior Scientist, Senior Geologist, Senior Environmental Planner, etc. will be billed at the hourly rate for a Senior Engineer)

DIRECT EXPENSE UNIT RATES

Mileage: Current IRS Mileage Rate, currently $0.545 per mile

Other direct costs including telephone, fax, reproduction, and postage will be billed at actual cost.

For travel, lodging and meal reimbursement, CONTRACTOR shall receive compensation for travel expenses as per "Monterey County Travel and Business Expense Reimbursement Policy." A copy of the policy is available online at: http://www.co.monterey.ca.us/auditor/pdfs/County_Travel_Business_Expense_Policy_12-5-12.pdf
To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

Subconsultants will be billed at actual cost.

TRC ENGINEERS, INC.
COST FOR BASIC AND SUPPLEMENTAL SERVICES

PROJECT County of Monterey
Robinson Road Bridge Scour Repair
Amendment No. 3, NMFS Coordination and Design

	BASIC		SUPPLEMENTAL		TOTAL		GRAND TOTAL
FIRM	LABOR	ODCS	LABOR	ODCS	LABOR	ODCS	
TRC	$ 103,360.10	$ 1,071.80	$ 6,380.00	$ -	$ 109,740.10	$ 1,071.80	$ 110,811.90
LSA	$ 20,310.00	$ -	$ 25,940.00	$ 440.00	$ 46,250.00	$ 440.00	$ 46,690.00
WRECO	$ 41,810.00	$ 400.00	$ -	$ -	$ 41,810.00	$ 400.00	$ 42,210.00
TOTALS	$ 165,480.10	$ 1,471.80	$ 32,320.00	$ 440.00	$ 197,800.10	$ 1,911.80	$ 199,711.90
	$ 166,951.90		$ 32,760.00		$ 199,711.90		

ODCS - Other Direct Costs

County of Monterey
Robinson Road Bridge Scour Repair
Roadway and Bridge Tasks

TRC ENGINEERS, INC
HOURS & DESIGN FEE WORKSHEET

Proposal Date:
Start Date:
End Date:

Project:

LABOR

Task Description	Project Manager M.Imbriani Hours	Project Engineer T.Lambert Hours	Project Engineer J.Conklin Hours	Sr. Roadway Engineer G.Armstrong Hours	Roadway Engineer II A.Sedal Hours	Sr. Bridge Engineer R.Dansby Hours	Sr. Bridge Engineer F.Aridi Hours	Sr. Bridge Engineer C.Pinkerton Hours	Bridge Engineer II K.Hagoro Hours	Project Engineer M.Christensen Hours	CADD Supervisor G.Imrsen Hours	CADD Technician A.Cardoza Hours	Admin / Publishing T.Meachler Hours	Total Hours	Total $	Phase Subtotals Hrs	$	% of Total
Phase PROJECT MANAGEMENT																54	$9,884	
0.1 *PROJECT MANAGEMENT*	4	2	4											10	$2,150			
0.2 PROJECT INITIATION																		
0.3 *COORDINATION MEETINGS*	2	2	8										4	16	$2,678			
0.4 *DESIGN REVIEW MEETINGS*	2	2	4										4	12	$1,938			
0.5 *CALTRANS LOCAL ASSISTANCE COORDINATION*	8		4										4	16	$3,128			
Phase PRELIMINARY ENGINEERING AND REPORTS																135	$23,799	
1.1 TOPOGRAPHIC SURVEYING																		
1.1.1 HYDRAULIC HEC-RAS CROSS-SECTIONS																		
1.1.2 TOPOGRAPHICAL PLAN																		
1.2 HYDROLOGIC AND HYDRAULIC ANALYSIS																		
1.2.1 PRELIMINARY ASSESSMENT																		
1.2.2 FIELD RECONNAISSANCE																		
1.2.3 HYDROLOGIC DATA																		
1.2.4 HYDRAULIC ANALYSIS																		
1.2.5 SCOUR ANALYSIS																		
1.2.6 COUNTERMEASURES DESIGN																		
1.2.7 DESIGN HYDRAULIC STUDY REPORT	1	2	4											7	$1,370			
1.3 GEOTECHNICAL INVESTIGATION																		
1.4 UTILITY COORDINATION	4		14	30										48	$8,280			
1.5 RIGHT-OF-WAY ENGINEERING	4		14	22										40	$7,040			
1.6 RIGHT-OF-WAY ACQUISITION (BY COUNTY)																		
1.7 ENVIRONMENTAL DOCUMENTS																		
1.7.1 PROJECT INITIATION AND PROJECT DESCRIPTION																		
1.7.1.1 KICK-OFF MEETING WITH PROJECT TEAM/FIELD REVIEW																		
1.7.1.2 COORDINATION WITH RESPONSIBLE/COOPERATING AGENCIES AND OTHER STAKEHOLDERS																		
Predesign																		
NMFS Design Phase	2	2	8		8			4						24	$4,030			
1.7.1.3 PROJECT DESCRIPTION	2		4											6	$1,260			
1.7.2 PREPARATION OF DRAFT TECHNICAL STUDIES																		
1.7.2.1 NATURAL ENVIRONMENT STUDY (NES)																		
1.7.2.2 JURISDICTIONAL DELINEATION (JD)																		
1.7.2.3 BIOLOGICAL ASSESSMENT (BA)																		
1.7.2.4 CULTURAL RESOURCES																		
1.7.2.5 GEOLOGY																		
1.7.2.6 HAZARDOUS MATERIALS																		
1.7.2.7 HYDROLOGY AND WATER QUALITY																		
1.7.2.8 FLOODPLAIN EVALUATION REPORT	2		2	6										10	$1,820			
1.7.2.9 NOISE																		
1.7.3 REVISE DRAFT DOCUMENTS BASED ON COUNTY AND CALTRANS COMMENTS																		
1.7.4 FINAL TECHNICAL STUDIES																		
1.7.5 PREPARATION OF ADMINISTRATIVE DRAFT AND PUBLIC REVIEW DRAFT ENVIRONMENTAL DOCUMENTS																		
1.7.5.1 CIRCULATE DRAFT ED FOR PUBLIC REVIEW																		
1.7.5.2 RESPONSE TO COMMENTS BASED ON PUBLIC COMMENT																		
1.7.6 FINAL ED																		
1.7.7 PERMITTING																		
1.7.8 MEETING/HEARING ATTENDANCE																		
1.8 35% SUBMITTAL: PRELIMINARY DESIGN AND TYPE SELECTION:																		
1.8.1 PRELIMINARY STRATEGY REPORT																		
1.8.2 35% PRELIMINARY PLANS																		
Phase FINAL DESIGN																444	$65,247	
2.1 UNCHECKED DESIGN SUBMITTALS (65% PS&E)																		
2.1.1 65% COMPLETE PLANS																		
2.1.2 65% COMPLETE SPECIFICATIONS																		
2.1.3 65% CONSTRUCTION COST ESTIMATE																		
2.1.4 MEMORANDUM RESPONSE TO COMMENTS																		
*2.1.5 75% PLANS AND ESTIMATE **NEW AMEND NO. 3 TASK*	4	4	16	34	60			16			16	52		202	$27,550			
2.2 CHECKED DESIGN SUBMITTAL (95% PS&E)																		
2.2.1 95% COMPLETE PLANS		2	16	4	24		10	20			6	24		106	$14,870			
2.2.2 95% COMPLETE SPECIFICATIONS		2	16	4		8				4				34	$5,930			
2.2.3 95% CONSTRUCTION COST ESTIMATE		2	4		8	4	4		4	4				30	$4,650			
2.2.4 QA REVIEW	10		4											14	$3,340			
2.2.5 MEMORANDUM RESPONSE TO COMMENTS	1	2	8		4		2		2				4	23	$3,508			
2.3 FINAL DESIGN SUBMITTAL (100% PS&E)																		
2.3.1 100% FINAL PLANS	1	2	4		4		2	2			6	8		29	$4,140			
2.3.2 MEMORANDUM RESPONSE TO COMMENTS																		
2.3.3 BID DOCUMENTS																		
2.4 BIDDING PERIOD SERVICES	2	2	2											6	$1,260			
Phase CONSTRUCTION																26	$4,420	
3.1 CONSTRUCTION SUPPORT	4		4	4										12	$2,400			
3.2 AS-BUILT PLANS	2	4										8		14	$2,020			
Phase SUPPLEMENTAL TASKS																32	$6,380	
4.1 PUBLIC OUTREACH MEETING																		
4.2 BIOLOGY TASKS																		
Pre-Permit Application Costs	12		12		8									32	$6,380			
4.2.1 SPECIAL-STATUS PLANT SURVEYS																		
4.2.2 CRLF SITE ASSESSMENT AND FIELD SURVEYS SITE ASSESSMENT																		
4.2.3 BAT DETECTION SURVEYS																		
4.3 FULL FOOTING REHABILITATION SCOUR MITIGATION																		
Hrs	67	30	152	104	116	12	18	42	6	8	28	92	16	691	$109,740	691	$109,740	
Rate	260.0	185.0	185.0	155.0	130.0	155.0	155.0	155.0	130.0	185.0	145.0	95.0	77.0					
Fee/Classification	17421	5550	28119	16119	15079	1860	2790	6510	780	1480	4060	8741	1232	691	$109,740		hours ok	
% of Total Hours/Classification	10%	4%	22%	15%	17%	2%	3%	6%	1%	1%	4%	13%	2%	100%			dollars ok	

Notes:

ODCs	
Travel	754.5
Mail	9.8
Overnight mai	57.5
Copies (8.5x1	
Copies (11x17	
Mylars (22x34	
Miscellaneous	250
Total ODCs	1071.8
Grand Total	110811.898

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

County of Monterey
Robinson Road Bridge Scour Repair
Amendment No. 3, NMFS Coordination & Design

LSA ASSOCIATES, INC
HOURS & DESIGN FEE WORKSHEET

	Task Description	Project Manager P.Reading Hours	Associate Environmental Planner L.Frakes Hours	Assistant Environmental Planner C.Sanders Hours	Biology Principal T.Lacy Hours	Senior Biologist E.Lichtwardt Hours	Water Quality Specialist N.West Hours	GIS Specialist T.Flahive Hours	Document Management J.Starr Hours	Word Processing A.Long Hours		Total Hours	Total $
		LABOR											
Phase 0	PROJECT MANAGEMENT												
0.1	*PROJECT MANAGEMENT*												
0.2	PROJECT INITIATION												
0.3	*COORDINATION MEETINGS*												
0.4	*DESIGN REVIEW MEETINGS*												
0.5	*CALTRANS LOCAL ASSISTANCE COORDINATION*												
Phase I	PRELIMINARY ENGINEERING AND REPORTS												
1.1	TOPOGRAPHIC SURVEYING												
1.1.1	HYDRAULIC HEC-RAS CROSS-SECTIONS												
1.1.2	TOPOGRAPHICAL PLAN												
1.2	HYDROLOGIC AND HYDRAULIC ANALYSIS												
1.2.1	PRELIMINARY ASSESSMENT												
1.2.2	FIELD RECONNAISSANCE												
1.2.3	*HYDROLOGIC DATA*												
1.2.4	*HYDRAULIC ANALYSIS*												
1.2.5	SCOUR ANALYSIS												
1.2.6	COUNTERMEASURES DESIGN												
1.2.7	*DESIGN HYDRAULIC STUDY REPORT*												
1.3	GEOTECHNICAL INVESTIGATION												
1.4	UTILITY COORDINATION												
1.5	RIGHT-OF-WAY ENGINEERING												
1.6	RIGHT-OF-WAY ACQUISITION (BY COUNTY)												
1.7	ENVIRONMENTAL DOCUMENTS												
1.7.1	PROJECT INITIATION AND PROJECT DESCRIPTION												
1.7.1.1	KICK-OFF MEETING WITH PROJECT TEAM/FIELD REVIEW												
1.7.1.2	COORDINATION WITH RESPONSIBLE/COOPERATING AGENCIES AND OTHER STAKEHOLDERS												
	Predesign	35	8	10	6	3	3		4	5		74	$12,030
	NMFS Design Phase	22	8		8	8						46	$8,280
1.7.1.3	PROJECT DESCRIPTION												
1.7.2	PREPARATION OF DRAFT TECHNICAL STUDIES												
1.7.2.1	NATURAL ENVIRONMENT STUDY (NES)												
1.7.2.2	JURISDICTIONAL DELINEATION (JD)												
1.7.2.3	BIOLOGICAL ASSESSMENT (BA)												
1.7.2.4	CULTURAL RESOURCES												
1.7.2.5	GEOLOGY												
1.7.2.6	HAZARDOUS MATERIALS												
1.7.2.7	HYDROLOGY AND WATER QUALITY												
1.7.2.8	FLOODPLAIN EVALUATION REPORT												
1.7.2.9	NOISE												
1.7.3	REVISE DRAFT DOCUMENTS BASED ON COUNTY AND CALTRANS COMMENTS												
1.7.4	FINAL TECHNICAL STUDIES												
1.7.5	PREPARATION OF ADMINISTRATIVE DRAFT AND PUBLIC REVIEW DRAFT ENVIRONMENTAL DOCUMENTS												
1.7.5.1	CIRCULATE DRAFT ED FOR PUBLIC REVIEW												
1.7.5.2	RESPONSE TO COMMENTS BASED ON PUBLIC COMMENT												
1.7.6	FINAL ED												
1.7.7	PERMITTING												
1.7.8	MEETING/HEARING ATTENDANCE												
1.8	35% SUBMITTAL; PRELIMINARY DESIGN AND TYPE SELECTION:												
1.8.1	PRELIMINARY STRATEGY REPORT												
1.8.2	35% PRELIMINARY PLANS												
Phase II	FINAL DESIGN												
2.1	UNCHECKED DESIGN SUBMITTALS (65% PS&E)												
2.1.1	65% COMPLETE PLANS												
2.1.2	65% COMPLETE SPECIFICATIONS												
2.1.3	65% CONSTRUCTION COST ESTIMATE												
2.1.4	MEMORANDUM RESPONSE TO COMMENTS												
2.1.5	*75% PLANS AND ESTIMATE **NEW AMEND NO. 3 TASK*												
2.2	CHECKED DESIGN SUBMITTAL (95% PS&E)												
2.2.1	*95% COMPLETE PLANS*												
2.2.2	*95% COMPLETE SPECIFICATIONS*												
2.2.3	*95% CONSTRUCTION COST ESTIMATE*												
2.2.4	QA REVIEW												
2.2.5	*MEMORANDUM RESPONSE TO COMMENTS*												
2.3	FINAL DESIGN SUBMITTAL (100% PS&E)												
2.3.1	*100% FINAL PLANS*												
2.3.2	MEMORANDUM RESPONSE TO COMMENTS												
2.3.3	BID DOCUMENTS												
2.4	BIDDING PERIOD SERVICES												
Phase III	CONSTRUCTION												
3.1	CONSTRUCTION SUPPORT												
3.2	AS-BUILT PLANS												
Phase IV	SUPPLEMENTAL TASKS												
4.1	PUBLIC OUTREACH MEETING												
4.2	*BIOLOGY TASKS*												
	Pre-Permit Application Costs	40	60		42			6				148	$25,940
4.2.1	SPECIAL-STATUS PLANT SURVEYS												
4.2.2	CRLF SITE ASSESSMENT AND FIELD SURVEYS SITE ASSESSMENT												
4.2.3	BAT DETECTION SURVEYS												
4.3	FULL FOOTING REHABILITATION SCOUR MITIGATION												
	Total Hours	97.0	76.0	10.0	56.0	11.0	3.0	6.0	4.0	5.0		268	46250
	Loaded Billing Rate	200.00	150.00	100.00	190.00	145.00	180.00	160.00	60.00	95.00			
	Cost	19,400	11,400	1,000	10,640	1,595	540	960	240	475		268	$46,250
	% of Total Hours by Classification	36%	28%	4%	21%	4%	1%	2%	1%	2%		100%	

Notes:

Task 4.1 ODCs	
Task 4.2 ODCs	
Task 4.3 ODCs	$440
Total ODCs	$440.00
Grand Total	**$46,690**

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

County of Monterey
Robinson Road Bridge Scour Repair
Amendment No. 3, NMFS Coordination & Design

WRECO
HOURS & DESIGN FEE WORKSHEET

	Task Description	LABOR Principal Engineer H. Liang Hours	Supervising Engineer TBD Hours	Senior Engineer C. Sewell Hours	Associate Engineer TBD Hours	Staff Engineer TBD Hours	Technician TBD Hours	Clerical/ Tech Editor TBD Hours	Total Hours	Total $
Phase 0	PROJECT MANAGEMENT									
0.1	*PROJECT MANAGEMENT*			8					8	$1,400
0.2	PROJECT INITIATION									
0.3	*COORDINATION MEETINGS*									
0.4	*DESIGN REVIEW MEETINGS*									
0.5	*CALTRANS LOCAL ASSISTANCE COORDINATION*									
Phase I	PRELIMINARY ENGINEERING AND REPORTS									
1.1	TOPOGRAPHIC SURVEYING									
1.1.1	HYDRAULIC HEC-RAS CROSS-SECTIONS									
1.1.2	TOPOGRAPHICAL PLAN									
1.2	HYDROLOGIC AND HYDRAULIC ANALYSIS									
1.2.1	PRELIMINARY ASSESSMENT									
1.2.2	FIELD RECONNAISSANCE									
1.2.3	*HYDROLOGIC DATA*									
1.2.4	*HYDRAULIC ANALYSIS*	2		16	44		28	2	92	$10,910
1.2.5	SCOUR ANALYSIS									
1.2.6	COUNTERMEASURES DESIGN									
1.2.7	*DESIGN HYDRAULIC STUDY REPORT*									
1.3	GEOTECHNICAL INVESTIGATION									
1.4	UTILITY COORDINATION									
1.5	RIGHT-OF-WAY ENGINEERING									
1.6	RIGHT-OF-WAY ACQUISITION (BY COUNTY)									
1.7	ENVIRONMENTAL DOCUMENTS									
1.7.1	PROJECT INITIATION AND PROJECT DESCRIPTION									
1.7.1.1	KICK-OFF MEETING WITH PROJECT TEAM/FIELD REVIEW									
1.7.1.2	COORDINATION WITH RESPONSIBLE/COOPERATING AGENCIES AND OTHER STAKEHOLDERS									
1.7.1.3	PROJECT DESCRIPTION									
1.7.2	PREPARATION OF DRAFT TECHNICAL STUDIES									
1.7.2.1	NATURAL ENVIRONMENT STUDY (NES)									
1.7.2.2	JURISDICTIONAL DELINEATION (JD)									
1.7.2.3	BIOLOGICAL ASSESSMENT (BA)									
1.7.2.4	CULTURAL RESOURCES									
1.7.2.5	GEOLOGY									
1.7.2.6	HAZARDOUS MATERIALS									
1.7.2.7	HYDROLOGY AND WATER QUALITY									
1.7.2.8	FLOODPLAIN EVALUATION REPORT									
1.7.2.9	NOISE									
1.7.3	REVISE DRAFT DOCUMENTS BASED ON COUNTY AND CALTRANS COMMENTS									
1.7.4	FINAL TECHNICAL STUDIES									
1.7.5	PREPARATION OF ADMINISTRATIVE DRAFT AND PUBLIC REVIEW DRAFT ENVIRONMENTAL DOCUMENTS									
1.7.5.1	CIRCULATE DRAFT ED FOR PUBLIC REVIEW									
1.7.5.2	RESPONSE TO COMMENTS BASED ON PUBLIC COMMENT									
1.7.6	FINAL ED									
1.7.7	PERMITTING									
1.7.8	MEETING/HEARING ATTENDANCE									
1.8	35% SUBMITTAL; PRELIMINARY DESIGN AND TYPE SELECTION:									
1.8.1	PRELIMINARY STRATEGY REPORT									
1.8.2	35% PRELIMINARY PLANS									
Phase II	FINAL DESIGN									
2.1	UNCHECKED DESIGN SUBMITTALS (65% PS&E)									
2.1.1	65% COMPLETE PLANS									
2.1.2	65% COMPLETE SPECIFICATIONS									
2.1.3	65% CONSTRUCTION COST ESTIMATE									
2.1.4	MEMORANDUM RESPONSE TO COMMENTS									
2.1.5	*75% PLANS AND ESTIMATE **NEW AMEND NO. 3 TASK*	1		4	24	40	64		133	$12,760
2.2	CHECKED DESIGN SUBMITTAL (95% PS&E)									
2.2.1	*95% COMPLETE PLANS*	1		2	16	12	20		51	$5,230
2.2.2	*95% COMPLETE SPECIFICATIONS*			1	6	6	10		23	$2,255
2.2.3	*95% CONSTRUCTION COST ESTIMATE*			1	6	6	10		23	$2,255
2.2.4	QA REVIEW									
2.2.5	*MEMORANDUM RESPONSE TO COMMENTS*									
2.3	FINAL DESIGN SUBMITTAL (100% PS&E)									
2.3.1	*100% FINAL PLANS*	1		4	16	24	24		69	$7,000
2.3.2	MEMORANDUM RESPONSE TO COMMENTS									
2.3.3	BID DOCUMENTS									
2.4	BIDDING PERIOD SERVICES									
Phase III	CONSTRUCTION									
3.1	CONSTRUCTION SUPPORT									
3.2	AS-BUILT PLANS									
Phase IV	SUPPLEMENTAL TASKS									
4.1	PUBLIC OUTREACH MEETING									
4.2	*BIOLOGY TASKS*									
	Predesign									
	NMFS Design Phase									
	Pre-Permit Application Costs									
4.2.1	SPECIAL-STATUS PLANT SURVEYS									
4.2.2	CRLF SITE ASSESSMENT AND FIELD SURVEYS SITE ASSESSMENT									
4.2.3	BAT DETECTION SURVEYS									
4.3	FULL FOOTING REHABILITATION SCOUR MITIGATION									
	Total Hours	5		36	112	88	156	2	399	$41,810
	Loaded Billing Rate	260.00	185.00	175.00	115.00	90.00	85.00	75.00		
	Cost	1,300	-	6,300	12,880	7,920	13,260	150	399	$41,810
	% of Total Hours by Classification	1%		9%	28%	22%	39%	1%	100%	

Notes:

ODCs	
Travel /Per Diem	$400.00
Office Misc/Repro	
Total ODCs	$400.00
Grand Total	$42,210

AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
TRC ENGINEERS, INC.

THIS AMENDMENT NO. 2 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and TRC Engineers, Inc. (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 Professional Services Agreement with County on March 11, 2015 (hereinafter, "Agreement") to provide bridge design services (hereinafter, "Services") for the Robinson Road Bridge Scour Repair, County Bridge No. 503 (hereinafter, "Project") through March 10, 2018 for an amount not to exceed $496,669; and

WHEREAS, Agreement was amended by the Parties on August 17, 2015 (hereinafter, "Amendment No. 1 including Exhibit A-1, Revised Rate Schedule") to revise the Rate Schedule with no increase in the not to exceed amount; and

WHEREAS, County has a continued need for services; and

WHEREAS, additional time for completion of the services is necessary; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for one (1) additional year to March 10, 2019 with no associated dollar amount increase to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 2.

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

1. Amend the first sentence of Paragraph 3., "Term of Agreement", to read as follows:

   The term of this Agreement is from March 10, 2015 to March 10, 2019, unless sooner terminated pursuant to the terms of this Agreement.

2. Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6., "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number #3000*1584, Project name and associated Purchase Order number, and an original hardcopy shall be sent to the following:

   County of Monterey
   Resource Management Agency (RMA) – Finance Division
   1441 Schilling Place, South 2nd Floor
   Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the RMA Finance Division at (831) 755-4800.

3. The "Project Schedule" referenced in the Agreement, Exhibit A-Scope of Services/Payment Provisions, is hereby amended to extend through March 10, 2019, to conform to the amended term of the Agreement.

4. In all places within the Agreement, any reference to the County's address at 168 West Alisal Street, 2nd Floor, Salinas, California 93901 is hereby replaced with 1441 Schilling Place, South 2nd Floor, Salinas, California 93901-4527.

5. All other terms and conditions of the Agreement remain unchanged and in full force.

6. This Amendment No. 2 and the previous Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

7. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No. 2.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: 3-8-18

CONTRACTOR*

TRC Engineers, Inc.
Contractor's Business Name

By: _____
(Signature of Chair, President or Vice President)

Its: Mark Imbriani, Vice President
(Print Name and Title)

Date: 3/1/18

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

Its: GRANT RATKOVIC - ASST SECRETARY
(Print Name and Title)

Date: 2/28/18

Approved as to Form and Legality
Office of the County Counsel

By: _____
Mary Grace Perry
Deputy County Counsel

Date: 3-5-18

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: 3-6-18

Approved 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) managing members. 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.

AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
TRC ENGINEERS, INC.

THIS AMENDMENT NO. 1 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and TRC Engineers, Inc. (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 Professional Services Agreement with County on March 11, 2015, (hereinafter, "Agreement") to provide bridge design services for the Robinson Road Bridge Scour Repair, County Bridge No. 503 (hereinafter, "Project"); and

WHEREAS, the CONTRACTOR's original Rate Schedule requires an update effective March 10, 2015 to include additional personnel not originally identified in the Agreement; and

WHEREAS, the Parties wish to amend the Agreement to update Rate Schedule with no associated dollar amount increase to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 1.

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

1. Amend the first sentence of Paragraph 1, "Services to be Provided", to read as follows:

   The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibits A and A-1** in conformity with the terms of this Agreement.

2. Amend the first sentence of Paragraph 2, "Payments by County", to read as follows:

   County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibits A and A-1,** subject to the limitations set forth in this Agreement.

3. Amend Paragraph 4, "Additional Provisions/Exhibits" by adding "Exhibit A-1, Revised Rate Schedule".

4. In all places within the Agreement, any reference to the original Rate Schedule in "Exhibit A, Scope of Services/Payment Provisions" is hereby replaced with "Exhibit A-1, Revised Rate Schedule".

5. All other terms and conditions of the Agreement remain unchanged and in full force.

6. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

7. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: 8-17-15

Approved as to Form and Legality
Office of the County Counsel

By: _____
Deputy County Counsel

Date: 8-13-15

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: 8-14-15

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

CONTRACTOR*

TRC Engineers, Inc.
Contractor's Business Name

By: _____
(Signature of Chair, President or Vice President)

Its: Mark Imbriani, Vice President
(Print Name and Title)

Date: 8/10/15

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

Its: James Baker Ass't Secretary
(Print Name and Title)

Date: 8/11/15

*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. 1 to Professional Services Agreement
TRC Engineers, Inc.
Robinson Road Bridge Scour Repair (RFQ#10490)
RMA – Public Works
Term: March 10, 2015 – March 10, 2018
Not to Exceed: $496,669

EXHIBIT A – 1 – REVISED RATE SCHEDULE

TRC ENGINEERS, INC.
RATE SCHEDULE

LABOR RATES

Personnel Classification	2015-2016 Hourly Rate	2017-2018 Hourly Rate
Project Manager	$ 225.00	$ 236.25
Project Engineer/Coordinator	$ 170.00	$ 178.50
Environmental Manager	$ 166.00	$ 174.30
Certified Industrial Hygienist	$ 166.00	$ 174.30
Senior Engineer	$ 140.00	$ 147.00
ISA Scientist	$ 128.00	$ 134.40
Engineer II	$ 120.00	$ 126.00
Engineer I	$ 90.00	$ 94.50
CADD Supervisor	$ 135.00	$ 141.75
CADD Technician	$ 85.00	$ 89.25
Desktop Publisher	$ 70.00	$ 73.50
Administrative Assistant	$ 70.00	$ 73.50
GIS Project Manager	$ 125.00	$ 131.25
Senior Archaeologist	$ 110.00	$ 115.50
Staff Scientist	$ 100.00	$ 105.00
Assistant Scientist II	$ 65.00	$ 68.25
Assistant Scientist I	$ 50.00	$ 52.50

2015-2016 Rates are effective through December 31, 2016. 2017-2018 Rates are effective from January 1, 2017 through December 31, 2018. Should work be required beyond December 31, 2018, an amendment to this Agreement will be required to establish hourly rates and provide necessary additional fee to complete the work accordingly.

Similarly titled staff will be billed at equivalent rates (i.e Senior Scientist, Senior Geologist, Senior Environmental Planner, etc. will be billed at the hourly rate for a Senior Engineer).

DIRECT EXPENSE UNIT RATES

Mileage: Current IRS Mileage Rate, currently $0.575 per mile.

Other direct costs including telephone, fax, reproduction, and postage will be billed at actual cost.

For travel, lodging and meal reimbursement, Contractor shall receive compensation for travel expenses as per "Monterey County Travel and Business Expense Reimbursement Policy." A copy of the policy is available online at:
http://www.co.monterey.ca.us/auditor/pdfs/County Travel Business Expense Policy 12-5-12.pdf
To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

Subconsultants will be billed at actual cost.

MYA 3000*1584

File ID A 15--042 No. 22

Monterey County
Board of Supervisors

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

Board Order

Agreement Nos.: A-12656, A-12657; A-12658
Construction Nos. 2015-008; 2015-009; 2015-010

Upon motion of Supervisor Phillips, seconded by Supervisor Parker and carried by those members present, the Board of Supervisors hereby:

a. Approved a Professional Services Agreement with TRC Engineers, Inc. to provide bridge design services for Gonzales River Road Bridge Replacement, County Bridge No. 309, (Construction No. 2015-008; Agreement No.: A-12656) under Request for Qualifications #10490, in an amount not to exceed $999,823 for a period of three (3) years, with the option to extend the Agreement for two (2) additional one (1) year period(s); and
b. Approved a Professional Services Agreement with TRC Engineers, Inc. to provide bridge design services for Bradley Road Bridge Scour Repair, County Bridge No. 448, (Construction No. 2015-2009; Agreement No.: A-12657) under Request for Qualifications #10490, in an amount not to exceed $495,247 for a period of three (3) years, with the option to extend the Agreement for two (2) additional one (1) year period(s); and
c. Approved a Professional Services Agreement with TRC Engineers, Inc. to provide bridge design services for Robinson Road Bridge Scour Repair, County Bridge No. 503, (Construction No. 2015-010; A-12658) under Request for Qualifications #10490, in an amount not to exceed $496,669 for a period of three (3) years, with the option to extend the Agreement for two (2) additional one (1) year period(s); and
d. Authorized the Contracts/Purchasing Officer to execute the Professional Services Agreements and future amendments that do not significantly alter the scope of work or change the approved amount of the Agreements.

PASSED AND ADOPTED on this 10th day of March 2015, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salina 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 77 for the meeting on March 10, 2015.

Dated: March 11, 2015
File ID: A 15-042

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
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:
TRC Engineers, 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 bridge design services for the Robinson Road Bridge Scour Repair, County Bridge No. 503.

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 $ 496,669.00.

3. **TERM OF AGREEMENT.** The term of this Agreement is from March 10, 2015 **to** March 10, 2018, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A	**Scope of Services/Payment Provisions**
Exhibit B	Federal Provisions
Exhibit C	Incorporation of Request for Qualifications (RFQ) #10490 and Statement of Qualifications Documents

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.

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 not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such, insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers:

All 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, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

☐ Modification (Justification attached; subject to approval).

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.

☐ Modification (Justification attached; subject to approval).

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

☐ Modification (Justification attached; subject to approval).

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

☐ Modification (Justification attached; subject to approval).

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

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

10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11. **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:
Dalia Mariscal-Martinez, Management Analyst II	Mark A. Imbriani, Vice President
Name and Title	Name and Title
County of Monterey, Resource Management Agency 168 West Alisal Street, 2nd Floor Salinas, CA 93901	TRC Engineers, Inc. 10680 White Rock Road, Suite 100 Rancho Cordova, CA 95670
Address	Address
(831) 755-8966	(916) 366-0632
Phone	Phone

15. **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 professional services required to be rendered under this Agreement.

15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

This 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

By: _____
Deputy Purchasing ~~Officer~~ Agent

Date: 2/11/15

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form[1]

By: _____
Deputy County Counsel

Date: 2-24-15

Approved as to Fiscal Provisions[2]

By: _____
Auditor/Controller

Date: 2-24-15

Approved as to Liability Provisions[3]

By: _____
Risk Management

Date: _____

CONTRACTOR

TRC Engineers, Inc.
Contractor's Business Name*

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

Mark A. Imbriani, Vice President
Name and Title

Date: 2/20/15

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

James Baker Asst Secretary
Name and Title

Date: 2/23/15

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.

[1]Approval by County Counsel is required for all Professional Service Agreements over $100,000
[2]Approval by Auditor/Controller is required for all Professional Service Agreements
[3]Approval by Risk Management is required only if changes are made in paragraph 8 or 9

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

To Professional Services Agreement by and between
County of Monterey, Resource Management Agency – Public Works,
hereinafter referred to as "COUNTY"
and
TRC Engineers, Inc., hereinafter referred to as "CONTRACTOR"
for the
Robinson Road Bridge Scour Repair, County Bridge No. 503,
hereinafter referred to as "Project"

The Project will result in the implementation of scour countermeasures to protect the substructure of the Robinson Road Bridge over the Carmel River. The CONTRACTOR's Scope of Services for the Project consists of the following Phases:

Phase 0:	Project Management
Phase I:	Preliminary Engineering and Reports
Phase II:	Final Design
Phase III:	Construction
Phase IV:	Supplemental Services

PHASE 0: PROJECT MANAGEMENT

0.1 PROJECT MANAGEMENT

Project Management includes the supervision and scheduling of Project staff, review of work prepared by CONTRACTOR and sub-consultants, Project coordination, client liaison and the monitoring of the schedule and the budget. Also included in this task is the preparation of Project reports and attendance at meetings with COUNTY staff to receive input and discuss and review the Project during its critical design periods.

0.2 PROJECT INITIATION

Upon receipt of notice to proceed, a Project kick-off meeting will be held to finalize the Project scope, the approach, the goals and the schedule. Items to be addressed include a review of the key issues associated with the Project, a description and clarification of the approach required to respond to these issues, a discussion of potential COUNTY, State and Federal and other permits which may be required for the Project and the verification of the Project milestone dates. CONTRACTOR will provide the COUNTY with a detailed design schedule based on information from the Project kick-off meeting.

0.3 COORDINATION MEETINGS

The CONTRACTOR will attend coordination meetings and design review meetings with COUNTY staff to facilitate comprehensive input from the COUNTY during the critical design periods. Coordination meetings are anticipated to occur prior to the 35%, 65% and 95% milestones, up to four (4) meetings are included in this scope.

0.4 DESIGN REVIEW MEETINGS

The CONTRACTOR will attend design review meetings with COUNTY staff which will be scheduled to coincide with the completion of the preliminary design, and final design phases.

0.5 CALTRANS LOCAL ASSISTANCE COORDINATION

The CONTRACTOR will support COUNTY staff in the preparation Project documentation as required by the Local Assistance Engineer for compliance with the Federal funding requirements. This task includes preparation of exhibits and forms outlined in the Caltrans Local Assistance Procedures Manual for each Project phase; this will include assisting the COUNTY with Requests for Authorization for future phases (Right-of-Way and Construction) and one (1) round of Exhibit 6D programming updates.

DELIVERABLES

- Kick-off Meeting, Agenda and Meeting Minutes
- Coordination Meetings, Agendas and Meeting Minutes (four (4) meetings)
- Design Review Meetings, Agendas and Meeting Minutes (two (2) meetings)

PHASE I: PRELIMINARY ENGINEERING AND REPORTS

1.1 TOPOGRAPHIC SURVEYING

The COUNTY will provide CONTRACTOR an existing topographic map, an AutoCAD Civil 3D file of the existing ground and bridge structure. The datum used for the Project will be California Coordinate System, Zone 4 in NAD83 datum for horizontal positioning and in NAVD 88 vertical datum for each Project site. Cross sections of the river channels will be provided as requested and will be developed from AutoCAD topo data. The AutoCAD files that include topographical information of the existing ground and bridges will be provided to the CONTRACTOR by the COUNTY. Prior to mobilizing COUNTY Surveyor, a meeting will be held to review requirements of the data collected and may include the need for localized cross sections required to implement potential scour countermeasures.

1.1.1 HYDRAULIC HEC-RAS SOFTWARE CROSS-SECTIONS

The river cross sections and AutoCAD topo data files will be used by the CONTRACTOR to develop a hydraulic model of the river in HEC-RAS in the vicinity of existing bridge.

1.1.2 TOPOGRAPHICAL PLAN

The topographic map provided to the CONTRACTOR will include the elevation at the beginning and end of each bridge along with spot elevations of any exposed foundations at the bridge.

1.2 HYDROLOGIC AND HYDRAULIC ANALYSIS

1.2.1 PRELIMINARY ASSESSMENT

CONTRACTOR will review available data, including previous studies of the Carmel River, the Federal Emergency Management Agency (FEMA) Flood Insurance Studies (FIS) and Flood Insurance Rate Map (FIRM), and any other information provided by the COUNTY. CONTRACTOR will also review recent Caltrans Bridge Inspection Reports (BIRs) and Plans of Action (POAs) to summarize known scour issues and a proposed POA.

1.2.2 FIELD RECONNAISSANCE

CONTRACTOR will conduct field reconnaissance to assess existing conditions in the vicinity of the Project site, gathering information such as, obvious deficiencies, observed historic flow paths, existing river instability and scour problems, and existing scour countermeasures.

1.2.3 HYDROLOGIC DATA

Existing peak flow information from FEMA or the Monterey County Water Resources Agency (WRA) will be used. Hydrologic analysis will be performed and used by CONTRACTOR if existing hydrologic information is inadequate for hydraulic and scour analysis. To conform to the Federal Highway Administration (FHWA)/Caltrans requirement on hydrologic data, CONTRACTOR will also review and analyze data from the United States Geological Survey (USGS) gaging station (No. 11143200).

1.2.4 HYDRAULIC ANALYSIS

CONTRACTOR will perform a HEC-RAS hydraulic analysis to determine the in-bank, 2-year, 10-year, 20-year, 50-year, and 100-year flow characteristics, including water surface elevations (depths) and velocities. The 100-year and 50-year information is for checking the freeboard criteria from FHWA/Caltrans, FEMA, and COUNTY. The 100-year flow depth and velocity will be used for scour analysis and countermeasure design. The 2-year flow information is important for permitting purposes when coordinating with the United States Army Corps of Engineers (USACE) (ordinary high water) and the National Marine Fisheries Service (NMFS) (fish passage). The 10-year and 20-year flow information will be useful for other planning and maintenance activities.

CONTRACTOR will compare results with any analysis performed by Caltrans.

CONTRACTOR will also prepare reports and analysis required by the Monterey County WRA to comply with applicable COUNTY regulations relating to floodway encroachments.

1.2.5 SCOUR ANALYSIS

CONTRACTOR will perform a bridge scour analysis to determine the scour potential per the methodology specified in the FHWA's HEC-18 and HEC-23 Manuals.

1.2.6 COUNTERMEASURES DESIGN

CONTRACTOR will evaluate the need for countermeasures for bridge local scour and long-term river instability. CONTRACTOR will prepare the matrix describing the various countermeasures per the guidelines in FHWA's HEC-23 Manual. CONTRACTOR will make sure the design is feasible, constructible, and have minimal environmental impact.

1.2.7 DESIGN HYDRAULIC STUDY REPORT

CONTRACTOR will prepare a Design Hydraulic Study Report for the Project to summarize the recommendations and results from the hydraulic and scour analyses at the bridge. The report will include a proposed POA. CONTRACTOR will be responsible for all bridge structural design recommendations.

CONTRACTOR will prepare a Location Hydraulic Study Memo with Floodplain Evaluation Summary forms to document the investigation and determine the specific impacts to the floodplain.

DELIVERABLES

- Bridge Design Hydraulic Study Report (Draft and Final, PDF and three (3) copies)
- Location Hydraulic Study Memo (Draft and Final, PDF and three (3) copies)

1.3 GEOTECHNICAL INVESTIGATION

The existing bridge has scour mitigation required at the piers and the abutment. There are existing Log of Test Borings (LOTB) available which are relatively old, however they provide the various layer descriptions and the type of soils and its conditions. The scour mitigation for the piers will be based on existing data and it is anticipated that sheet piles and concrete caps will be used for the piers. The abutment may require a tie-back wall and for that it is prudent to drill one (1) boring away from the abutment to provide information within the potential tieback zone. For the pier mitigation CONTRACTOR will use existing data and provide recommendations for the sheet pile system.

The CONTRACTOR will prepare a geotechnical investigation report required for the bridge foundation work. It is assumed that a Geotechnical Design and Materials Report will not be required since the majority of the work will relate to the bridge foundations.

1.3.1 RESEARCH AND DATA COLLECTION

Review of readily available geologic and soil literature in the vicinity of the site including review of any as-built drawings and existing LOTB. CONTRACTOR has the previous as-built LOTB records.

Permits/Underground Service Alert (USA) Clearances: Perform a site reconnaissance to review Project limitations and mark the boring locations for utility clearance. Notify USA at least forty-eight (48) hours prior to field work as required by law. It is anticipated that boring will be required behind the abutment on the street.

1.3.2 FIELD EXPLORATION

One (1) boring is proposed in the vicinity of the back of the abutment. The approximate boring depth will be fifty feet (50'). The boring locations will depend upon the available access and traffic control requirements.

Classify and continuously log subsurface soil conditions encountered in the test boring at the time of drilling. Obtain "relatively undisturbed" and bulk samples of substrata from test boring. The borings will be drilled and capped with cement grout. Drilling spoils will be disposed of in the field. However the drilling spoils will not be allowed to be left in the river bed and therefore will be placed outside the river bed.

1.3.3 LABORATORY TESTING

Perform laboratory tests on representative soil samples such as in-place moisture and density, unconfined compression, gradation distribution, corrosion, Plasticity Index tests as necessary.

1.3.4 SOILS ANALYSIS/EVALUATION

Perform engineering analyses and develop design recommendations for the proposed tie back systems. Soil description will be included for the use by the tie back designer (performance specs) to ultimately develop a design length and spacing. The as-built data will be used for the recommendations of the sheet piles within the river channel. These will include vertical and lateral design parameters.

1.3.5 PREPARE DRAFT FOUNDATION REPORT/MEMO

Prepare preliminary recommendations for foundations. A Foundation Memo will be provided to assist structure type selection (if any).

1.3.6 PREPARE FINAL FOUNDATION REPORT

Prepare detail report including Project Description, discussion of field and lab testing programs, comments on regional geology, site engineering seismology, peak ground acceleration and Acceleration Response Spectra (ARS) design curve per Caltrans Seismic Design Code (SDC v. 1.7) and ARS Online, sheet pile foundation, tie back design parameters, discussion on constructability consideration, recommendations of lateral earth pressures (active and at-rest), and comments on corrosion potential.

The deliverables will include Draft Foundation Report/Memo with LOTB sheet to be included in the contract drawings in accordance with Caltrans Foundation Report preparation guidelines.

1.4 UTILITY COORDINATION

COUNTY and CONTRACTOR agree that all new or relocated facilities will be designed and constructed by the owners of those utilities.

The CONTRACTOR will prepare Utility A Letters for COUNTY placement on their letterhead and mailing to each utility company requesting maps of their existing facilities in the vicinity of the site. COUNTY will provide copies of the Utility A letters sent to the various utility owners within the Project limits, and the response information received from each owner. When design is approximately 60% complete, CONTRACTOR will prepare Utility B letters and submit copies, hard copy and computer disk, to the COUNTY Project Manager for transmittal to recipients on COUNTY letterhead. COUNTY will forward to CONTRACTOR a copy of Utility B letters sent and of all correspondence received. For utilities owned or maintained by COUNTY, the COUNTY Project Manager will forward the Utility B letters to the appropriate COUNTY staff member, and send a copy of the transmittal to CONTRACTOR. CONTRACTOR will then correspond directly with the identified COUNTY staff member. Utility C letters will be prepared by CONTRACTOR and likewise sent to the COUNTY for distribution upon submittal of the Draft Plans, Specifications and Estimate (PS&E).

1.5 RIGHT-OF-WAY ENGINEERING

Work is anticipated to be confined to within the existing COUNTY right-of-way. The CONTRACTOR will identify temporary construction easements required for access during construction for inclusion on the Area of Potential Effect (APE) map and prepare plats for required easements for COUNTY's use. Additional right-of-way engineering is not a part of this Agreement and will require an amendment if conditions change and engineering and acquisition is required.

1.6 RIGHT-OF-WAY ACQUISITION

COUNTY and CONTRACTOR agree that all right-of-way acquisition activities will be performed by the COUNTY. The COUNTY will prepare all legal descriptions and exhibits for right-of-way acquisitions and construction easements and will perform all appraisal and acquisition activities. COUNTY will also set all right-of-way monuments for the Project and prepare Record of Survey maps.

1.7 ENVIRONMENTAL DOCUMENTS

Based on information provided in the Request for Proposals (RFP) and accompanying Preliminary Environmental Studies (PES) forms provided by Caltrans, the following work program will be used to complete the technical studies and environmental documentation pursuant to the National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) Regulations and Guidelines.

1.7.1 PROJECT INITIATION AND PROJECT DESCRIPTION

1.7.1.1 KICK-OFF MEETING WITH PROJECT TEAM/FIELD REVIEW

CONTRACTOR will attend one (1) on-site Project kick-off meeting with the COUNTY and Caltrans. The purpose of the meeting will be to conduct a general reconnaissance of the Project with the COUNTY, Caltrans and CONTRACTOR in order to reconfirm the information provided in the March 25, 2010 PES Form, to assess existing environmental conditions, and discuss any potentially significant impacts associated with the Project.

1.7.1.2 COORDINATION WITH RESPONSIBLE/COOPERATING AGENCIES AND OTHER STAKEHOLDERS

CONTRACTOR will coordinate with the COUNTY and Caltrans, and other agencies as necessary, to complete the technical reports and environmental documentation and identify any necessary Federal, State or local permitting requirements associated with the Project.

1.7.1.3 PROJECT DESCRIPTION

CONTRACTOR will prepare a thorough Draft Project Description to be used in the technical reports and environmental documents. The Project Description will include details about the Project including information on the purpose of the Project, the environmental setting, the maximum physical footprint of Project components, construction access and staging, and other essential details. CONTRACTOR will work closely with the COUNTY to ensure the Project Description provides a level of detail appropriate for the technical reports and the environmental documents. The Draft Project Description will be reviewed by the COUNTY and a final version deemed acceptable for the NEPA and CEQA documents will be prepared in response to COUNTY comments.

1.7.2 PREPARATION OF DRAFT TECHNICAL STUDIES

CONTRACTOR will prepare the required technical reports for the Project, which will provide support for environmental documentation pursuant to both NEPA and CEQA. Based on the preliminary evaluation of the Project as described by Caltrans in the PES , it is anticipated that the appropriate NEPA document would be a Categorical Exclusion (CX) under Section 6004, 23 CFR 771.117 (d)(3). The CX would satisfy the FHWA requirements for NEPA. It is anticipated that the appropriate CEQA document would be an Initial Study/Mitigated Negative Declaration (IS/MND). The scope and budget are

based on two (2) rounds of COUNTY and Caltrans review of the draft technical studies. The first round of review is for major comments and the second round of review is for minor cleanup comments and assumes no new comments requiring substantial research and revisions. For each draft and final document, the following deliverables will be provided:

DELIVERABLES

- One (1) electronic copy in Microsoft (MS) Word
- One (1) PDF, and
- Two (2) hard copies of the Draft and Final Technical Reports

If it is determined by the CONTRACTOR that more extensive environmental review is required, COUNTY and CONTRACTOR may negotiate an expanded Scope of Services and cost to be amended into this Agreement, if determined necessary by COUNTY.

1.7.2.1 NATURAL ENVIRONMENT STUDY (NES)

CONTRACTOR will prepare an NES to evaluate the biological resources present or potentially occurring in the proposed Project area and determine Project effects to those resources. The key objective of the evaluation will be to identify any special-status plant or animal species, jurisdictional wetlands, or sensitive habitats that may be affected by the Project.

Based on an initial site visit to the Project location, the existing bridge structure does not appear to provide suitable day and/or night roost habitat for bats, but tree roosting bats and a variety of bird species may use the riparian woodland in the Project area for nesting.

Research/Coordination

CONTRACTOR will request a list of special-status species for the Project area from the United States Fish and Wildlife Service (USFWS) and will query the California Natural Diversity Database (CNDDB) and California Native Plant Society (CNPS) Online Database. As part of this process, CONTRACTOR will informally coordinate with the California Department of Fish and Wildlife (CDFW) and/or the USFWS, as necessary, regarding the potential presence of special-status species within or immediately adjacent to the Project area.

Field Survey

CONTRACTOR will conduct a general field survey to map plant communities, assess habitat conditions, and evaluate potential impacts to special-status biological resources resulting from the Project. During this survey, CONTRACTOR will inspect the existing bridge for any evidence of use by bats as well as swallows or other nesting birds. Trees required to be removed during construction will be identified and mapped.

This Scope of Services does not include special-status plant or focused wildlife surveys. The evaluation will focus on known species occurrences and an analysis of the existing habitat within the Project area to assess impacts to these resources.

Documentation

The results of the field survey will be documented in an NES prepared in accordance with the most recent Caltrans' Guidance. The NES will include a discussion of plant communities present in the Project area, as well as a discussion of common plant and animal species occurring (or expected to occur) in the Project area based on the communities present. A generalized vegetation map will be prepared showing plant community types, as well as the locations of any sensitive biological resources identified.

The NES will include an assessment of project impacts on the biological and wetland resources present and recommend avoidance, minimization, and mitigation measures where appropriate.

The NES will also include a discussion of how the Project will comply with the Federal laws, acts, and Executive Orders (EOs) including, but not limited to:

- EO 13112: Invasive Species
- EO 11990: Protection of Wetlands
- EO 11988: Floodplain Management
- Migratory Bird Treaty Act (MTBA)
- Section 7 of the Federal Endangered Species Act (FESA)

1.7.2.2 JURISDICTIONAL DELINEATION (JD)

Field Survey

CONTRACTOR will conduct a wetland delineation of the Project area to determine any areas potentially subject to regulation by the USACE and/or the California Regional Water Quality Control Board (CRWQCB). The delineation will be conducted in accordance with the USACE Arid West Regional Supplement to the Wetland Delineation Manual (September 2008). Riparian areas within CDFW jurisdiction will also be delineated.

The field work will be conducted concurrently with the general field survey as part of the NES effort.

Documentation

The results of the delineation field work will be documented in a letter report that will include a discussion of methods and results, the completed wetland data forms, location and vicinity maps, and a preliminary delineation map showing the limits of all potential waters of the United States (US) and the CDFW jurisdictional areas within the Project area. The delineation report will be submitted to the USACE for verification with a request for a Preliminary Jurisdictional Determination in accordance with Regulatory Guidance Letter 08-02.

Note that all findings should be considered preliminary until verified by the USACE. For purposes of this Scope of Services, CONTRACTOR has assumed that the delineation will be verified as part of this Scope of Services, resulting in a verified delineation that can be submitted with the wetland permits applications.

1.7.2.3 BIOLOGICAL ASSESSMENT (BA)

Based on a preliminary review of the CNDDB, steelhead – south/central California coast Distinct Population Segment (DPS) (*Oncorhynchus mykiss irideus*), and California red-legged frog (CRLF) (*Rana draytonii*) are known to occur within or adjacent to the Project area. Both these species are listed as threatened under FESA. The section of the Carmel River within the Project site is within designated critical habitat for steelhead and CRLF.

Field Survey

The field work conducted as part of the NES and wetland delineation efforts will also serve as the field survey for the BA. No additional field work is anticipated.

Documentation

Based on the potential for federally listed species to occur within the Project area, CONTRACTOR will prepare a BA in accordance with the most recent Caltrans guidance to evaluate Project effects to federally listed species and critical habitat, as well as identify appropriate avoidance and minimization measures. In regard to avoidance and minimization measures for CRLFs, CONTRACTOR will reference the Programmatic Biological Opinion between the USFWS and Caltrans (dated May 4, 2011). If it is determined that the Project may adversely affect federally listed species, Caltrans will use the BA to facilitate Section 7 consultation with the NMFS regarding steelhead and USFWS regarding CRLF.

1.7.2.4 CULTURAL RESOURCES

CONTRACTOR will conduct cultural resource studies that are needed for the COUNTY and Caltrans to address requirements of Section 106 of the National Historic Preservation Act (NHPA), NEPA, CEQA, and the Caltrans 2014 First Amended *Programmatic Agreement Among The FHWA, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance With Section 106 of the NHPA, as it Pertains to the Administration of the Federal-Aid Highway Program in California.*

The Robinson Canyon Road Bridge at Carmel River (No. 44C0017) is listed in the Caltrans Statewide Bridge Inventory as "Category 5," meaning that it is not eligible for listing in the National Register of Historic Places. Therefore, it will not require any additional study or documentation prior to its replacement.

Based on a preliminary review of the Project area, it is not anticipated for there to be any built environment (i.e., architecture) issues related to potential construction effects. Therefore, no architectural study appears to be warranted.

CONTRACTOR will prepare an Area of Potential Effects (APE) map and conduct the following cultural resources identification tasks needed to prepare an Archaeological Survey Report and Historic Property Survey Report.

APE Map

CONTRACTOR will prepare an APE map to Caltrans standards.

Research and Field Investigation

A records search will be conducted at the Northwest Information Center of the California Office of Historic Preservation's California Historical Resources Information System. A literature review of archaeological, ethnographic, historical, and environmental publications and maps at historical archives and CONTRACTOR will be done. The records search and literature review will identify previously recorded or otherwise known cultural resources and previous cultural resource studies of or adjacent to the APE.

A review of cultural resource inventories to identify cultural resources that may be listed within or adjacent to the APE. Relevant listings are the *California Inventory of Historic Resources, Five Views: An Ethnic Sites Survey for California, California Historical Landmarks, California Points of Historical Interest, National Historic Landmarks,* and the *Directory of Properties in the Historic Property Data File* which contains the listings of the National Register of Historic Places and the California Register of Historical Resources. If available, appropriate COUNTY listings will be reviewed.

CONTRACTOR will contact the Native American Heritage Commission in Sacramento for (1) a review of the Sacred Lands File to determine if the APE contains any listed sites, and (2) a list of Native American contacts who may have concerns about the APE. Local Native Americans on that list will be contacted by letter and follow-up telephone calls, as necessary, to inquire about any concerns or information they may have.

CONTRACTOR will contact the Monterey County Historical Society for any information or concerns they may have about the APE.

CONTRACTOR will conduct an archaeological field survey of the APE.

Documentation

CONTRACTOR will prepare a Historic Property Survey Report (HPSR) and an Archaeological Survey Report (ASR) per Caltrans standards. A preliminary archaeological sensitivity assessment will be included in the ASR.

1.7.2.5 GEOLOGY

CONTRACTOR will incorporate the geologic setting and geologic hazards analysis from the Foundation Report developed in Task 1.8 into the draft technical studies for the Environmental Document (ED).

1.7.2.6 HAZARDOUS MATERIALS

The PES for the Project included a finding that there is no potential for presence of hazardous materials and/or hazardous wastes within or immediately adjacent to the construction area. Therefore, an Initial Site Assessment (ISA) is not proposed for this Project.

1.7.2.7 HYDROLOGY AND WATER QUALITY

Construction activities may lead to water quality impacts. CONTRACTOR will prepare a Hydrology and Water Quality Memorandum that discusses watershed characteristics, groundwater hydrology, regulatory requirements, pollutants of concern, and receiving waters conditions, objectives, and beneficial uses. The Memorandum will describe how potential water quality impacts will be minimized, including engineering controls and

Best Management Practices (BMPs) that will be implemented in a Storm Water Pollution Prevention Plan (SWPPP). Information about engineering controls, BMPs, disturbed soil area, and new impervious surface area will be provided by the CONTRACTOR and incorporated into the Memorandum. Any impacts identified in the Floodplain Studies will also be included. The Water Quality section of the NES will also address potential short term and long term impacts to water quality from construction and Project operation.

1.7.2.8 FLOODPLAIN EVALUATION REPORT

The Project area has been identified as being within a base floodplain (I00-year) elevation of a watercourse. A Location Hydraulics Study will be prepared by the CONTRACTOR. In addition, a Summary Floodplain Encroachment Report based on the Location Hydraulics Study will be completed by CONTRACTOR. The report formats will follow the Caltrans Standard Environmental Reference Chapter 17- Floodplains and Guidance (September 26, 2012). This Scope of Services presumes that the Project will not cause a significant floodplain encroachment as defined by 23 CFR 650.105 and is not inconsistent with existing watershed and floodplain management programs. This Scope of Services also presumes that the Location Hydraulics Study provided by the CONTRACTOR will contain the requisite information for each alternative as described in Chapter 17 of the Caltrans Standard Environmental Reference and in 23 CFR 650A, Section 650.111 (b) (c). The report will discuss potential impacts for each alternative and recommend mitigation measures related to floodplain encroachment, flood-related hazards, natural or beneficial floodplain values, access interruption, and the community floodplain development plan.

1.7.2.9 NOISE

CONTRACTOR will prepare a Technical Noise Memorandum consistent with the Caltrans Traffic Noise Analysis Protocol (May 2011) because the proposed Project is a Type III project. The Technical Noise Memorandum will also evaluate construction noise impacts in terms of maximum levels (Lmax) based on typical construction activities and the frequency of occurrence at adjacent noise-sensitive locations. Expected impacts associated with bridge repair activities may include the following: pile driving, demolition, excavation, and bridge work. Analysis requirements will be based on the sensitivity of the area and the COUNTY's Noise Ordinance specifications. Additionally, the CONTRACTOR will confirm that avoidance, minimization and/or mitigation measures to address sensitive receptors in the Project area are consistent with avoidance, minimization and/or mitigation measures prescribed for other technical disciplines such as measures prescribed to address impacts to threatened and endangered species.

1.7.3 REVISE DRAFT DOCUMENTS BASED ON COUNTY AND CALTRANS COMMENTS

After receiving comments on the Draft Technical Studies from the COUNTY (one (1) set of non-conflicting consolidated comments), CONTRACTOR will revise the Draft Technical Studies for review by Caltrans.

1.7.4 FINAL TECHNICAL STUDIES

After receiving comments on the Draft Technical Studies from Caltrans (one (1) set of non-conflicting consolidated comments), CONTRACTOR will revise and prepare final Technical Studies for Caltrans' signature.

1.7.5 PREPARATION OF ADMINISTRATIVE DRAFT AND PUBLIC REVIEW DRAFT ENVIRONMENTAL DOCUMENT (ED)

NEPA

According to the PES forms provided as an Exhibit in the RFP, Caltrans has determined that to satisfy the FHWA for NEPA, a CX Determination with required technical studies, under 23 CFR 771.117 activity (d)(3), will be prepared. The PES form also states that Caltrans will prepare the CX with completed and approved environmental technical reports. This approach is consistent with CONTRACTOR's recent project work with Caltrans District 5. Therefore, this Scope of Services assumes that Caltrans will prepare the NEPA CX supported by the technical documentation prepared by CONTRACTOR.

CEQA

Based on a review of existing project information, it is anticipated that the appropriate level environmental documentation to be prepared would be an IS/MND under CEQA. Following approval of the draft technical reports, CONTRACTOR will prepare a comprehensive Administrative Draft IS/MND for review. Included in the IS/MND will be a Project Description, discussion of the environmental review process, and Project methodology. Technical studies prepared by CONTRACTOR and other Project team members will be summarized into the IS/MND document. Non-technical issue areas (e.g., land use, public services and utilities, etc.) and issues anticipated to have no or minor environmental effects will also be documented in the IS/MND.

DELIVERABLES

- One (1) electronic copy in MS Word, one (1) PDF, and two (2) hard copies of the Administrative Draft IS/MND

1.7.5.1 CIRCULATE DRAFT ED FOR PUBLIC REVIEW

After receiving comments on the Administrative Draft IS/MND (one (1) set of non-conflicting consolidated comments from the COUNTY), CONTRACTOR will revise the document and prepare the Draft ED for Public review.

CONTRACTOR will provide the preprint version of the Draft ED to the COUNTY prior to Public circulation of the document. The purpose of submitting this preprint version will be to allow the COUNTY to review the changes to the document, resolve any remaining questions, and verify that the COUNTY is satisfied with the overall Draft ED. After the COUNTY reviews and approves the document for print, the Draft ED will be circulated for Public review.

CONTRACTOR will distribute up to thirty (30) hard copies and sixteen (16) CDs of the document to a distribution list for the Project provided by the COUNTY. CONTRACTOR will provide PDF files to the COUNTY for posting on the COUNTY's website if desired. CONTRACTOR will prepare a Draft Notice of Intent (NOI) and a Public Notice of Availability (NOA) for the Public review Draft ED for COUNTY review and signature. The COUNTY will be responsible for publication of the Public notice in a general circulation newspaper. In addition, CONTRACTOR will file a Notice of Completion (NOC) with the County Clerk and the State Clearinghouse (SCH) to begin the required Public review period.

DELIVERABLES

- Thirty (30) print copies and sixteen (16) CDs with PDF files of the Public review Draft ED (Fifteen (15) CDs for the SCH and one (1) CD for the COUNTY's use in posting on the COUNTY's website)
- Draft NOI, Public NOA, and NOC

1.7.5.2 RESPONSE TO COMMENTS BASED ON PUBLIC COMMENT

Upon close of the Public review period, CONTRACTOR will review the Public and agency comments on the Draft ED, and will coordinate with the COUNTY to strategize the preparation of the responses to comments. It is anticipated that the Public comments will not be extensive, and therefore, this Scope of Services and budget is based on responding to approximately twenty-five (25) comments on the Project. CONTRACTOR's budget estimate includes a level of effort accordingly, for this task. Should additional labor effort be needed to respond to comments on the Draft ED, CONTRACTOR will obtain authorization of additional budget from the COUNTY prior to any such expenditure.

CONTRACTOR will respond to the comments received on the Draft ED in coordination with the COUNTY, and will submit the draft responses to the COUNTY for review.

1.7.6 FINAL ED

Following the COUNTY's review of the draft responses to comments, the Draft ED that was distributed for Public review will be revised as required to incorporate relevant comments/data received during the Public-review period. Revisions to the Draft ED will be identified in track changes/redline in the MS Word file to facilitate subsequent review. All comments received on the Draft ED during the Public-review period, as well as the responses to comments, will be included as an appendix to the Final ED.

CONTRACTOR will prepare a Mitigation Monitoring and Reporting Program (MMRP) in accordance with CEQA Guidelines Section 15097 for use in ensuring implementation of the mitigation measures for the Project. The Draft MMRP will be submitted to the COUNTY for review and comment, and the Final MMRP, along with the Final Responses to Comments and Final ED, will be provided to the COUNTY for approval.

Following COUNTY approval of the Final IS/MND, CONTRACTOR will prepare and file a Notice of Determination (NOD) with the County Clerk and SCH. If the environmental review indicates that the Project would not qualify for the CDFW fee exemption, the CONTRACTOR shall provide a check for the fee to be submitted to the County Clerk with the NOD. The CONTRACTOR will be reimbursed by the COUNTY for the fee amount required by the CDFW.

DELIVERABLES

- One (1) electronic copy in MS Word, one (1) PDF, and two (2) hard copies of the Draft Responses to Comments and associated changes to the ED
- One (1) electronic copy in MS Word, one (1) PDF, and two (2) hard copies of the Final Responses to Comments and associated changes to the ED
- One (1) electronic copy in MS Word, one (1) PDF, and two (2) hard copies of the Draft MMRP
- One (1) electronic copy in MS Word, one (1) PDF, and two (2) hard copies of the Final MMRP

1.7.7 PERMITTING

CONTRACTOR will identify required environmental permits for Project construction during development of the ED. A preliminary Scope of Services and budget have been provided for the permitting task.

Based on an initial site visit, it is anticipated that the Project will require the following permits: 1) Nationwide Permit from the USACE for Section 404 of the Clean Water Act (CWA), a Lake or Streambed Alteration Agreement for Section 1602 of the California Department of Fish and Game (CDFG) Code from the CDFW, Water Quality Certification for Section 401 of the CWA from the CRWQCB, and a Monterey Peninsula Water Management District Permit.

CONTRACTOR will consult with environmental regulatory agency representatives and prepare permit applications in signature ready format. Upon COUNTY signature, CONTRACTOR will submit permit applications to the respective agencies and coordinate with those agencies to ensure that the applications are complete, provide additional information if requested, discuss Project measures to avoid or minimize impacts and/or additional permit conditions recommended for permit approval. Should any conditions of the permit application change during agency review, the COUNTY would be responsible for agreeing to and finalizing these permit conditions.

To address potential impacts to listed species, CONTRACTOR will provide Federal consultation assistance. Federal consultation with the USFWS and the NMFS will be initiated by Caltrans as assigned by FHWA as required based on the information provided in the BA. The procedure will be conducted pursuant to the requirements of Section 7 of the FESA. Caltrans will contact the USFWS to confirm the conclusions of the BA regarding the absence of potential habitat for, or avoidance of impact to, Federally Listed Species. If potential habitat for any Federally Listed Species is present, CONTRACTOR will request that Caltrans as assigned by FHWA enter into an informal consultation with the USFWS or NMFS and provide the supporting information, including avoidance measures and adherence to standard protocols and programmatic procedures, to assist the agencies in reaching a determination that any Federally Listed Species would not be adversely affected by the Project. The Scope of Services includes assistance with informal consultation and the preparation of a mitigation plan.

1.7.7.1 SECTION 404 NATIONWIDE PERMIT

CONTRACTOR will prepare a Nationwide Permit application for Section 404 of the CWA for the Project. At this time it is anticipated that the Project would have minimal impacts to wetlands and waters of the US and would likely be permitted under the Nationwide Permit Program. The extent of jurisdiction under the acts will be determined during a formal JD of the Project area. If impacts to wetlands or waters of the US exceed the limits imposed under the Nationwide Permits, then an individual permit will be required. Preparation of an Individual Permit would be completed under a separate Scope of Services and budget.

It is expected that the following items will be required for a Nationwide Permit application:

- Verified delineation of jurisdictional waters for Section 404 of the CWA;
- Complete Project plans in plan view and cross-section that have been reduced to a size that can fit on an 8 ½" X 11" sheet (for inclusion in the USACE's Public Notice);

- NES that identifies endangered species issues related to the Project and the measures proposed to mitigate impacts to special status species;
- Cultural Resources Report. This Scope of Services assumes that a cultural resources study will be completed for the Project by CONTRACTOR. A copy of this study must accompany the USACE permit application.

1.7.7.2 SECTION 1602 LAKE OR STREAMBED ALTERATION AGREEMENT

CONTRACTOR will prepare a Lake or Streambed Alteration Agreement application for Section 1602 of the CDFG Code for the Project. The Agreement application will include a NOD showing CEQA compliance, Project plans for the location of each Project element affecting a waterway, BA report (in the form of an NES) identifying the affected habitats, and a check in an amount to be determined by the extent of impact. The CONTRACTOR will be responsible for filing fees associated with the Lake or Streambed Alteration Agreement for the Project. The CONTRACTOR will be reimbursed by the COUNTY for the fee amount required by the permitting agency.

1.7.7.3 SECTION 401 WATER QUALITY CERTIFICATION

CONTRACTOR will prepare a Water Quality Certification application for Section 401 of the CWA for the Project. The application will include a copy of the Section 1602 Streambed Alteration Agreement issued by the CDFW, a copy of the Nationwide Permit, a delineation of jurisdictional waters, a NOD showing CEQA compliance, and a check for the application fee. The COUNTY will be responsible for filing fees associated with the Water Quality Certification for the Project.

1.7.7.4 MONTEREY PENINSULA WATER MANAGEMENT DISTRICT (MPWMD) CARMEL RIVER WORK PERMIT

CONTRACTOR will prepare a Carmel River Work Permit application for the Project for submittal to MPWMD. The application will provide all requested information including a description of the proposed work, grading specifications, vegetation removal specifications, and a list of additional permits being obtained by the Project. The CONTRACTOR will be responsible for filing fees associated with the Carmel River Work Permit for the Project. The CONTRACTOR will be reimbursed by the COUNTY for the fee amount required by the permitting agency.

1.7.8 MEETING/HEARING ATTENDANCE

CONTRACTOR will oversee all environmental staff working on the proposed Project and will be responsible for managing the day-to-day activities associated with the proposed Project. Day-to-day project management responsibilities include regular coordination with the CONTRACTOR, COUNTY and the Caltrans Local Assistance District Office, contract management, oversight of team members, schedule coordination, and development of products. CONTRACTOR' will provide the CONTRACTOR with regular updates regarding the status of CONTRACTOR's work, scheduled deliverables, and the status of the overall budget.

The cost estimate assumes attendance at five (5) meetings including one (1) Project kick-off meeting, one (1) site visit/field review with the COUNTY and Caltrans District 5 Local Assistance, one (1) Public information meeting during the preparation of the technical reports and environmental documents, and two (2) progress meetings with the COUNTY.

1.8 35% SUBMITTAL; PRELIMINARY DESIGN AND TYPE SELECTION

1.8.1 PRELIMINARY STRATEGY REPORT

Upon completion of data gathering, investigation and analysis, CONTRACTOR will prepare a Preliminary Design Report and Type Selection. The Report will summarize the findings and will recommend the design and improvements for the Project. Upon receiving approval of the countermeasures to be implemented, the CONTRACTOR will confirm the required level of effort for design services to be provided which may require an adjustment to the Project budget. Preliminary plans of all major features of the Project will be provided so that the COUNTY will have a clear understanding of the proposed improvements.

CONTRACTOR will provide a preliminary cost estimate of the proposed improvements. The Preliminary Strategy Report will state the property acquisition requirements for the work. A Type Selection Meeting will be arranged if necessary.

1.8.2 35% PRELIMINARY PLANS

The Preliminary Design Phase is intended to allow the COUNTY, Caltrans, utility companies and other involved agencies to review and comment upon the basic design concepts early in the process. Plan development will be based upon the geometry developed in the existing bridge and the existing streambed geometry. CONTRACTOR will develop the Preliminary Plans to establish fundamental elements of the design.

35% DELIVERABLES

- Draft Foundation Report
- Final Foundation Report
- LOTB Plan Sheets
- Plan Set Drawings (11" x 17" plots)
- Title/Index Sheet
- Preliminary Construction Access Plans
- Bridge Repair General Plan
- Preliminary Cost Estimate

PHASE II: FINAL DESIGN

CONTRACTOR will prepare the (PS&E) for the construction contract for the proposed scour countermeasures. CONTRACTOR's fee and Scope of Services assumes the use of Rock Slope Protection as a selected scour countermeasure; however the final design to be implemented will be determined from the engineering studies of the bridge. The anticipated documents include a plan for the bridge, the technical special provision sections, and an engineer's estimate of probable construction costs for the design.

PLAN SHEETS AND DETAILS

The plan sheets will be prepared in AutoCAD. Plans will be prepared in English units and will be consistent with Caltrans' Standard Plans. All plans will be signed by the responsible CONTRACTOR's Civil Engineer or Structural Engineer (registered in the State of California) in charge of the design, in accordance with the Caltrans Local Programs Manual. Typically, the PS&E will contain the following plan sheets for Scour Projects (the number of sheets will vary

depending on the site and the final structure details.) The Plan Sheets will include the following:

- Title Sheet
- Abbreviations and Legend
- Construction Details
- Traffic Handling and Construction Area Signs
- Utility Location
- Final Grading Plans
- Rock Slope Protection Details

DESIGN SUBMITTALS

Three (3) submittals will be made during the preparation of the Final Design Phase as follows:

- When the documents are 65% complete;
- When the documents are 95% complete;
- When the final documents are complete.

Each submittal will incorporate the review comments from the previous submittal of the COUNTY's staff as well as those of all other reviewing agencies.

2.1 UNCHECKED DESIGN SUBMITTALS (65% PS&E)

2.1.1 65% COMPLETE PLANS

Based on comments received from the 35% Design Submittal, the CONTRACTOR will advance the design to the point that all major design issues and solutions are represented in the plan documents. Minor details may be missing from the plan set at this milestone, but all plan sheets will be included in this submittal package. The CONTRACTOR will work with the COUNTY and other agencies to resolve any remaining conflicts between the comments of different reviewers. Upon comment resolution with COUNTY, no further changes will be allowed thereafter and such comments or changes will be deferred until the next submittal or next appropriate meeting.

2.1.2 65% COMPLETE SPECIFICATIONS

CONTRACTOR will prepare a draft version of the technical specifications sections. The technical specifications will cover all major items of work and will reference applicable Caltrans standard specifications, with specific consideration of measurement and payment provisions. The COUNTY will be responsible for the completion of "boilerplate" general and standard provisions related to the construction contract.

2.1.3 65% CONSTRUCTION COST ESTIMATE

The Preliminary Cost Estimate prepared under Task 1.8 will be updated by the CONTRACTOR to reflect the design refinements in the 65% Design Submittal. This will become the 65% Engineer's Estimate of Probable Construction Cost.

2.1.4 MEMORANDUM RESPONSE TO COMMENTS

The COUNTY will submit a "Comments" letter to the CONTRACTOR with the COUNTY Comments to the 35% Design Submittal. The CONTRACTOR will prepare and submit a memo with "Response to Comments" received from the COUNTY's "Comments" to the 35% Design Submittal. A meeting will be held with COUNTY and CONTRACTOR to

discuss and resolve the "Comments" and the "Response to Comments" to the 35% Design Submittal.

Changes to the plans and other construction contract documents requested by the COUNTY, and agreed to by the CONTRACTOR, will be incorporated into the 65% submittal documents.

65% DELIVERABLES

- Plan Set Drawings (11" x 17" plots)
- 65% Engineer's Estimate of Probable Construction Cost (8 $^1/_2$" x 11")
- 65% Specifications (8 $^1/_2$"x 11")
- Response to 35% Comments Memo

2.2 CHECKED DESIGN SUBMITTAL (95% PS&E)

2.2.1 95% COMPLETE PLANS

Based on comments received from the 65% Design Submittal the CONTRACTOR will advance the design to the point that it is complete and fully checked by CONTRACTOR, and will be represented by the 95% Design Submittal. CONTRACTOR will prepare Checked Plans and submit to the COUNTY, the utility companies and other agencies as identified in the kick-off meeting for final review and comment. The CONTRACTOR will work with the COUNTY and other agencies to resolve any conflicts between the comments of different reviewers by convening a comment resolution meeting to obtain consensus.

2.2.2 95% COMPLETE SPECIFICATIONS

The CONTRACTOR will update the technical specifications using COUNTY and Caltrans Standard Specifications. The COUNTY will incorporate them into "boilerplate" legal and contractual provisions of the contract Bid Documents.

2.2.3 95% CONSTRUCTION COST ESTIMATE

The Estimate of Construction Cost will be updated by the CONTRACTOR for use in the Bid Documents using standard COUNTY and/or Caltrans items.

2.2.4 QUALITY ASSURANCE REVIEW (QA)

An internal QA review of the PS&E will be conducted concurrently by the CONTRACTOR with review of the 95% Design Submittal by the COUNTY and other agencies. CONTRACTOR's QA program provides for independent checking of individual tasks as well as an independent review by experienced senior staff. The purpose of this review is to provide oversight to specific project details by professionals who are not closely involved in the design, and to review the constructability, cost-effectiveness and completeness of design features relative to the normal standard of professional care.

2.2.5 MEMORANDUM RESPONSE TO COMMENTS

The COUNTY will submit a "Comments" letter to the CONTRACTOR with the COUNTY Comments to the 65% Design Submittal. The CONTRACTOR will prepare and submit a memo with "Response to Comments" received from the COUNTY's "Comments" to the 65% Design Submittal. If the COUNTY deems it necessary, an additional meeting will be held with COUNTY and CONTRACTOR to discuss and resolve the "Comments" and the

"Response to Comments" to the 65% Design Submittal.

Minor changes to the plans requested by the COUNTY and agreed to by the CONTRACTOR will be incorporated into the 95% submittal documents. It is understood that reasonable minor changes to the plans and other construction documents will be incorporated into the construction documents.

95% DELIVERABLES

- Plan Set Drawings (11" x 17")
- 95% Engineer's Estimate (8 $^1/_2$" x 11")
- Specifications (8 $^1/_2$" x 11")
- Response to 65% Comments Memo

2.3 FINAL DESIGN SUBMITTAL (100% PS&E)

2.3.1 100% FINAL PLANS

After COUNTY review of the Checked Design Submittal (95%), CONTRACTOR will prepare the Final Contract Documents in accordance with the COUNTY's instructions, and provide the COUNTY and other agencies the opportunity to review the completed Bid Documents and direct minor revisions.

2.3.2 MEMORANDUM RESPONSE TO COMMENTS

The COUNTY will submit a "Comments" letter to the CONTRACTOR with the COUNTY's Comments to the 95% Design Submittal. The CONTRACTOR will prepare and submit a memo with "response to comments" received from the COUNTY's "Comments" to the 95% Design Submittal.

2.3.3 BID DOCUMENTS

After COUNTY's review of the 100% Final Submittal, any minor final revisions will be incorporated and six (6) sets of Completed Contract Documents will be prepared in accordance with the COUNTY's instructions. Final Bid Documents will be submitted for signature by COUNTY.

100% DELIVERABLES

- A set of Plans at reduced scale (11" x 17") signed and dated
- A full size set of plans (24" x 36") printed on vellum paper, signed and dated
- A loose set of final signed specifications
- A final Engineer's Estimate
- CD archive of Project electronic files including PDF of each plan sheet and AutoCAD files

2.4 BIDDING PERIOD SERVICES

During the bidding period, the CONTRACTOR will prepare responses to any questions regarding the contract documents.

PHASE III: CONSTRUCTION

3.1 CONSTRUCTION SUPPORT

Upon approval by the COUNTY of the construction support proposal, the CONTRACTOR

will be available to interpret plans, revise designs, check and approve shop drawings and false work plans, and make site visits as required during construction.

3.2 AS-BUILT PLANS

CONTRACTOR will prepare As-Built Plans at the conclusion of the construction activities to reflect the as-built construction details.

PHASE IV: SUPPLEMENTAL SERVICES

This supplemental scope and accompanying budget has been provided to the COUNTY as requested to address issues that may arise during the environmental review and assessment process. A budget has been provided for use on these supplemental services. Upon identification of the need for a supplemental service, CONTRACTOR shall alert COUNTY and request approval to perform the service. Upon receipt of notice to proceed with the service by the COUNTY, CONTRACTOR shall perform the work.

4.1 PUBLIC OUTREACH MEETING

CONTRACTOR will attend a Public scoping meeting, to be scheduled by the COUNTY during the preparation of the environmental technical reports and prior to the start of the environmental documentation phase. The CONTRACTOR will prepare meeting notices for distribution by the COUNTY. The CONTRACTOR will also prepare exhibits to be utilized at this Public meeting. These exhibits will include engineering drawings and concepts in order to discuss the Project with the Public.

A meeting summary report will be prepared by the CONTRACTOR to summarize the issues raised by the Public during the Public meeting. The information gathered at the Public scoping meeting will be used to identify key issues that should be addressed in the ED.

DELIVERABLES

- Meeting Notices
- Exhibits for Public Meeting
- Meeting Summary Report

4.2 BIOLOGY TASKS

This Scope of Services addresses issues that may arise during the environmental review and assessment process (NES and BA) that may require site specific data to conclude with certainty the status of a species in the vicinity of a bridge project and the potential impacts to that species from the proposed Project. In assessing impacts to special-status species and sensitive habitats at each of the sites, CONTRACTOR's primary approach will be to use existing data and information (i.e., vegetation types, habitat condition, and geographic range of species) gathered during the site survey to assess the presence and potential impacts to special-status species and habitats. In cases where CONTRACTOR is unable to come to a conclusion regarding a particular species or when there is a disagreement between the COUNTY and the resource agencies regarding the potential impact of a project, CONTRACTOR proposes to gather site specific field data to resolve the issue. Site specific, focused surveys would only be conducted after modifications to the Project area (access roads, staging areas) or construction methods have been reevaluated to avoid or

minimize the potential impacts to species and their habitats. For example, if an access road is relocated to avoid a vernal pool, a vernal pool crustacean survey would not be required.

For the Project, CONTRACTOR has identified the additional field work that may be required to assess impacts to special-status species that occur in the vicinity of the bridge. A brief Scope of Services and budget are included for each survey type. Given the prohibitive costs of conducting some protocol-level surveys, CONTRACTOR has limited the survey techniques employed to those that would provide useful information and are cost effective to conduct (e.g., aquatic sampling for salamander larvae rather than upland surveys for adult salamanders).

Based on preliminary research of documented and potentially occurring special-status biological resources in the vicinity of the Project, the following species-specific assessments and surveys may be necessary.

4.2.1 SPECIAL-STATUS PLANT SURVEYS

Field Survey

CONTRACTOR will address the potential occurrence of special-status plant species on the Project site in accordance with *Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Natural Communities* (CDFW 2009). CONTRACTOR will examine current Federal and State lists of special-status plant species and current database records. In order to adequately assess the presence of the special-status plant species potentially occurring on the Project site, three (3) surveys will be required. The surveys will be conducted between March and September depending on rainfall and other environmental factors. This survey schedule will cover the flowering periods of the all potential target species. One (1) Biologist can efficiently cover one-hundred percent (100%) of the Project site during one (1) survey day. If special-status plant species are found, the plant or plant population will be recorded on field maps and/or with a handheld Global Positioning System (GPS) device and documented with digital photographs. All plant species identified on the Project site will be recorded in field notes.

Report

Following the final survey, CONTRACTOR will prepare a comprehensive report for submittal to the COUNTY detailing the results the special-status plant survey methodology and results. The report will include an analysis of the occurrence or potential occurrence for all the special-status plants (and sensitive vegetation communities) known from the Project site vicinity. If any special-status plant species are detected on site, CONTRACTOR will prepare and include in the report a graphic displaying the locations of the resources observed.

4.2.2 CRLF SITE ASSESSMENT AND FIELD SURVEYS SITE ASSESSMENT

During the initial survey of the Biological Study Area (BSA) for the NES/BA, an assessment of CRLF habitat will be conducted. If required by Caltrans, CONTRACTOR will prepare a formal site assessment of the Project site for CRLF for submittal to the USFWS. The assessment will follow the protocol outlined in the Revised Guidance on Site Assessments and Field Surveys for the CRLF (USFWS 2005). CONTRACTOR will prepare the assessment based on the existing information and sources available in-house. The assessment will be submitted to the USFWS with a copy sent to the COUNTY.

Field Survey

If the USFWS requires surveys to be conducted, two (2) Biologists will conduct the surveys according to the guidance referenced above. Protocol-level surveys require up eight (8) site visits over a minimum of six (6) weeks. If CRLFs are found on any given survey, subsequent surveys may not be required. Two (2) daytime surveys and four (4) night time surveys will be conducted during the breeding season (January through June); and one (1) daytime and one (1) night time survey will be conducted during the non-breeding season (July through September). Three (3) site visits will include both day and night surveys and two (2) site visits will include only night time surveys for a total of five (5) site visits. Daytime and night time surveys will be combined At least seven (7) days will separate surveys. CONTRACTOR will prepare a report documenting the results of the surveys and submit the report to the USFWS.

Report

CONTRACTOR will prepare a report of its findings for submission to the COUNTY and the resource agencies. The report will include the dates of the surveys and species observed. Occurrences of listed and other special-status species observed during the survey will also be reported to the CNDDB as required by Federal and State permits.

4.2.3 BAT DETECTION SURVEYS

Field Survey

During the initial survey of the BSA for the NES/BA, an assessment of bat habitat on the existing bridge will be conducted. If special-status bat species are or could be using the bridge more information on what areas of the bridge the species are using and in what capacity (maternity roosts, day roosts, and/or night roosts) may be required. To provide such information additional follow-up surveys may be required. Follow-up surveys would be conducted from late afternoon until after dark to observe bats in day roosts (e.g., expansion joints), watch for emerging bats at dusk, and survey known or potential night roosts after dark. One (1) to two (2) follow-up surveys, depending on the time of year the work is scheduled, would be conducted.

Report

The results of the survey will be summarized in a letter report.

4.3 FULL FOOTING REHABILITATION SCOUR MITIGATION

In order for this supplemental task to be approved, it would require recommendation from the CONTRACTOR and agreement by the COUNTY, during the Preliminary Engineering Phase, that either the existing foundations or the existing soils materials are so compromised that the preferred scour mitigation plan will not be adequate. CONTRACTOR will then need to design a full footing rehabilitation which will require the design of new pile supports to replace/augment the existing foundations. This will require additional geotechnical investigation, additional as well as deeper borings and recommendations, development of analytical models and additional analysis to insure an adequate load path. With the increased size of the footings, this will likely require additional hydraulic modeling and additional local pier scour recommendations. This scour mitigation concept will require additional coordination with environmental resource agencies and development of additional impact quantities. This concept would also require additional development of specifications, quantities and a more extensive independent

design check as well as QA/Quality Control (QC) review.

DELIVERABLES

- Additional Geotechnical Investigations and Recommendations
- Analytical Models with New Foundations
- Additional Engineering Plans
- Additional Technical Specifications and Estimates

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

WORK NOT INCLUDED

This Scope of Services does not include tasks identified as not included in the Scope of Services:

- Topographic surveying.
- Slope protection plans except as required to protect bridge foundations.
- Landscaping and street lighting design, except as required by the CEQA/NEPA documents or regulatory environmental permits.
- Feasibility or planning studies for future channel flood control improvement.
- Service load or load rating of existing bridge.
- Seismic vulnerability, evaluation and rehabilitation of the existing bridge.
- Design of temporary or permanent channel mitigation measures.
- Handling and disposal of hazardous materials.
- Depiction of any recommended maintenance work.
- Construction contract administration.

MATERIALS, INFORMATION AND DATA TO BE PROVIDED BY THE COUNTY

- Topographic Survey data.
- Available pertinent information, data and reports of the surrounding area, such as adjacent project plans, reports, specifications, etc.

WORK PERFORMED BY THE COUNTY

The COUNTY will perform tasks as identified in the above Scope of Services and the following:

- Review and Comment on Design Submittals.
- Project Approval.
- Preparation and execution of utility agreements.
- PS&E Approval.
- Advertise for Bids.
- Award of Construction Contract.
- Advertising and bidding administration.
- Process right of entry requests for surveying and subsurface exploration.

ANY ADDITIONAL SERVICES REFERENCED IN THIS EXHIBIT A OF THIS AGREEMENT WHICH DO NOT INCLUDE A COST <u>SHALL NOT</u> BE PROVIDED BY THE CONTRACTOR UNLESS PRESENTED TO AND AUTHORIZED BY THE COUNTY IN WRITING VIA AN EXECUTED AMENDMENT TO THIS AGREEMENT.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

PAYMENT PROVISIONS

BASIC SERVICES:

1. CONTRACTOR shall be reimbursed for hours worked at the hourly rates specified in CONTRACTOR's Rate Schedule attached hereto. The specified hourly rates include direct salary costs, employee benefits, overhead, and fee.
2. In addition, CONTRACTOR will be reimbursed for incurred (actual) direct costs other than salary and subconsultant costs. CONTRACTOR will be reimbursed for subconsultant costs at actual cost.
3. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified by the COUNTY. CONTRACTOR shall receive compensation for travel expenses per the "Monterey County Travel and Business Expense Reimbursement Policy". A copy of the policy is available online at:
   http://www.co.monterey.ca.us/auditor/pdfs/County_Travel_Business_Expense_Policy_12-5-12.pdf
   To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.
4. CONTRACTOR will invoice monthly for payment of services provided and costs incurred, including actual hours worked by task, staff member and associated cost which was incurred during the previous month.

SUPPLEMENTAL SERVICES:

The basis of payment for the supplemental services provided under this Agreement shall be at the standard hourly rates specified in CONTRACTOR's Rate Schedule attached hereto. The specified hourly rates include direct salary costs, employee benefits, overhead, and fee.

1. The COUNTY shall reimburse the CONTRACTOR at standard hourly rates as listed in the attached Rate Schedule.
2. The CONTRACTOR shall be reimbursed for travel expenses incurred in accordance with Paragraph 3 above, under Basic Services.

TOTAL COMPENSATION

The specific rates of compensation specified in CONTRACTOR's Rate Schedule are not adjustable and are valid through the initial term of this Agreement. A rate increase may be negotiated according to Section 13.0, Agreement to Terms and Conditions, of RFQ #10490 – On-Call Bridge Design Services for Monterey County Bridge Projects.

For billing purposes work will be segregated between basic and supplemental services.

The total amount payable by COUNTY for work under this Agreement for Basic Services shall not exceed the sum of $424,494, unless authorized by COUNTY through an amendment to this Agreement.

The total amount payable by COUNTY for work under this Agreement for Supplemental Services shall not exceed the sum of $72,175, unless authorized by COUNTY through an amendment to this Agreement.

The total amount payable by COUNTY for work under this Agreement for Basic and Supplemental Services shall not exceed the sum of $496,669, unless authorized by COUNTY through an amendment to this Agreement.

TRC ENGINEERS, INC.

RATE SCHEDULE

LABOR RATES

Personnel Classification	2015-2016 Hourly Rate	2017-2018 Hourly Rate
Project Manager	$ 225.00	$ 236.25
Project Engineer/Coordinator	$ 170.00	$ 178.50
Environmental Manager	$ 166.00	$ 174.30
Certified Industrial Hygienist	$ 166.00	$ 174.30
Senior Engineer	$ 140.00	$ 147.00
ISA Scientist	$ 128.00	$ 134.40
Engineer II	$ 120.00	$ 126.00
Engineer I	$ 90.00	$ 94.50
CADD Supervisor	$ 135.00	$ 141.75
CADD Technician	$ 85.00	$ 89.25
Desktop Publisher	$ 70.00	$ 73.50
Administrative Assistant	$ 70.00	$ 73.50

2015-2016 Rates are effective through December 31, 2016. 2017-2018 Rates are effective from January 1, 2017 through December 31, 2018. Should work be required beyond December 31, 2018, an amendment to this Agreement will be required to establish hourly rates and provide necessary additional fee to complete the work accordingly.
Similarly titled staff will be billed at equivalent rates (i.e. Senior Scientist, Senior Geologist, Senior Environmental Planner, etc. will be billed at the hourly rate for a Senior Engineer)

DIRECT EXPENSE UNIT RATES
Mileage: Current IRS Mileage Rate, currently $0.575 per mile

Other direct costs including telephone, fax, reproduction, and postage will be billed at actual cost.

For travel, lodging and meal reimbursement, Contractor shall receive compensation for travel expenses as per "Monterey County Travel and Business Expense Reimbursement Policy." A copy of the policy is available online at:
http://www.co.monterey.ca.us/auditor/pdfs/County_Travel_Business_Expense_Policy_12-5-12.pdf
To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

Subconsultants will be billed at actual cost.

TRC ENGINEERS, INC.
COST FOR BASIC AND SUPPLEMENTAL SERVICES

PROJECT **County of Monterey**
Robinson Road Bridge Scour Repair

	BASIC		SUPPLEMENTAL		TOTAL		GRAND TOTAL
FIRM	LABOR	ODCS	LABOR	ODCS	LABOR	ODCS	
TRC	$ 209,860	$ 1,883	$ 33,695	$ -	$ 243,555	$ 1,883	$ 245,438
LSA	$ 134,470	$ 14,415	$ 34,790	$ 3,690	$ 169,260	$ 18,105	$ 187,365
PARIKH	$ 30,691	$ 7,915	$ -	$ -	$ 30,691	$ 7,915	$ 38,606
WRECO	$ 24,460	$ 800	$ -	$ -	$ 24,460	$ 800	$ 25,260
TOTALS	$ 399,481	$ 25,013	$ 68,485	$ 3,690	$ 467,966	$ 28,703	$ 496,669
	$424,494		$72,175		$496,669		

ODCS - Other Direct Costs

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

County of Monterey
Robinson Road Bridge Scour Repair

TRC ENGINEERS, INC
HOURS & DESIGN FEE WORKSHEET

Project:
P2014-25

LABOR

	Task Description	QC/CA Manager R.Schamber Hours	Project Manager M.Minkstaff Hours	Project Engineer T.Lambert Hours	Roadway Engineer J.Dunlin Hours	Roadway Engineer II G.Armstrong Hours	Roadway Engineer I A.Badal Hours	Sr. Bridge Engineer R.Danehy Hours	Bridge Engineer II B.Schapjes Hours	Project Engineer M.Christensen Hours	CADD Supervisor G.Hansen Hours	CADD Technician A.Cardoza Hours	Admin/ Publishing T.Mueller Hours	Total Hours	Total $
Phase I:	PROJECT MANAGEMENT														
0.1	PROJECT MANAGEMENT		4	8						32				44	$7,700
0.2	PROJECT INITIATION		4	2	2			4		4				16	$2,740
0.3	COORDINATION MEETINGS		10		2			2		8				22	$4,160
0.4	DESIGN REVIEW MEETINGS		10		2	6	6	2		8				34	$5,450
0.5	CALTRANS LOCAL ASSISTANCE COORDINATION		8	4	6	2	2	2		4				30	$5,180
Phase I	PRELIMINARY ENGINEERING AND REPORTS														
1.1	TOPOGRAPHIC SURVEYING				2	6	18	6		4				36	$3,600
1.1.1	HYDRAULIC HEC-RAS CROSS-SECTIONS														
1.1.2	TOPOGRAPHICAL PLAN														
1.2	HYDROLOGIC AND HYDRAULIC ANALYSIS														
1.2.1	PRELIMINARY ASSESSMENT														
1.2.2	FIELD RECONNAISSANCE														
1.2.3	HYDROLOGIC DATA														
1.2.4	HYDRAULIC ANALYSIS														
1.2.5	SCOUR ANALYSIS		8		4									12	$2,480
1.2.6	COUNTERMEASURES DESIGN		4					8		8				20	$3,220
1.2.7	DESIGN HYDRAULIC STUDY REPORT		4					8		8				20	$3,220
1.3	GEOTECHNICAL INVESTIGATION														
1.4	UTILITY COORDINATION		1	1		4			4					10	$1,360
1.5	RIGHT-OF-WAY ENGINEERING		1	2		4	6		4					19	$2,285
1.6	RIGHT-OF-WAY ACQUISITION (BY COUNTY)														
1.7	ENVIRONMENTAL DOCUMENTS		8					16		8				36	$5,080
1.7.1	PROJECT INITIATION AND PROJECT DESCRIPTION		4		4	4	2							14	$2,240
1.7.1.1	KICK-OFF MEETING WITH PROJECT TEAM/FIELD REVIEW		8											8	$1,600
1.7.1.2	COORDINATION WITH RESPONSIBLE/COOPERATING AGENCIES AND OTHER STAKEHOLDERS		4		4	4								12	$2,080
1.7.1.3	PROJECT DESCRIPTION		2		4									6	$1,120
1.7.2	PREPARATION OF DRAFT TECHNICAL STUDIES		4		4	6	4							18	$2,680
1.7.2.1	NATURAL ENVIRONMENT STUDY (NES)														
1.7.2.2	JURISDICTIONAL DELINEATION (JD)														
1.7.2.3	BIOLOGICAL ASSESSMENT (BA)														
1.7.2.4	CULTURAL RESOURCES														
1.7.2.5	GEOLOGY														
1.7.2.6	HAZARDOUS MATERIALS														
1.7.2.7	HYDROLOGY AND WATER QUALITY														
1.7.2.8	FLOODPLAIN EVALUATION REPORT		4											4	$600
1.7.2.9	NOISE														
1.7.3	REVISE DRAFT DOCUMENTS BASED ON COUNTY AND CALTRANS COMMENTS														
1.7.4	FINAL TECHNICAL STUDIES														
1.7.5	PREPARATION OF ADMINISTRATIVE DRAFT AND PUBLIC REVIEW DRAFT ENVIRONMENTAL DOCUMENTS		8		8	4	8							28	$4,360
1.7.5.1	CIRCULATE DRAFT ED FOR PUBLIC REVIEW														
1.7.5.2	RESPONSE TO COMMENTS BASED ON PUBLIC COMMENT														
1.7.6	FINAL ED														
1.7.7	PERMITTING														
1.7.8	MEETING/HEARING ATTENDANCE														
1.8	35% SUBMITTAL PRELIMINARY DESIGN AND TYPE SELECTION														
1.8.1	PRELIMINARY STRATEGY REPORT	1	2	2	4	6	6	20		6	4	8	2	60	$7,785
1.8.2	35% PRELIMINARY PLANS	3	8	2	6	5	6	40		16	10	30	6	130	$16,365
Phase II	FINAL DESIGN														
2.1	UNCHECKED DESIGN SUBMITTALS (65% PS&E)														
2.1.1	65% COMPLETE PLANS	4	4		8	16	18	88		30	20	104		290	$32,020
2.1.2	65% COMPLETE SPECIFICATIONS		4					8		8			4	24	$3,500
2.1.3	65% CONSTRUCTION COST ESTIMATE							12		4				16	$2,120
2.1.4	MEMORANDUM RESPONSE TO COMMENTS		4					8		4			2	18	$2,580
2.2	CHECKED DESIGN SUBMITTAL (95% PS&E)														
2.2.1	95% COMPLETE PLANS		8		2	8	8	16	72	16	8	40		178	$21,680
2.2.2	95% COMPLETE SPECIFICATIONS		4					24		16			4	48	$6,760
2.2.3	95% CONSTRUCTION COST ESTIMATE							32	24	12				68	$8,700
2.2.4	QA REVIEW	8												8	$1,800
2.2.5	MEMORANDUM RESPONSE TO COMMENTS		4					8	4	8			4	28	$3,080
2.3	FINAL DESIGN SUBMITTAL (100% PS&E)														
2.3.1	100% FINAL PLANS	4	2		4	4	8	20	8	16	12	40	2	112	$13,210
2.3.2	MEMORANDUM RESPONSE TO COMMENTS		2					4		8			4	18	$2,670
2.3.3	BID DOCUMENTS		2					4	2					8	$1,170
2.4	BIDDING PERIOD SERVICES		8					8		16			4	36	$5,760
Phase III	CONSTRUCTION														
3.1	CONSTRUCTION SUPPORT		16					32		38	2	8	4	100	$15,130
3.2	AS-BUILT PLANS		2					4		4	2	12	2	26	$3,040
Phase IV	SUPPLEMENTAL TASKS														
4.1	PUBLIC OUTREACH MEETING		2	3										5	$990
4.2	BIOLOGY TASKS		3	3									3	9	$1,395
4.2.1	SPECIAL-STATUS PLANT SURVEYS														
4.2.2	CRLF SITE ASSESSMENT AND FIELD SURVEYS SITE ASSESSMENT														
4.2.3	BAT DETECTION SURVEYS														
4.3	FULL FOOTING REHABILITATION SCOUR MITIGATION	4	12	3				68	40	32	8	40	2	242	$31,340
	Hrs	24	191	35	69	78	84	469	194	304	68	280	43	1793	$ 245,558
	Rate	225.00	225.00	170.00	170.00	120.00	90.00	120.00	120.00	170.00	135.00	85.00	70.00		
	Fee/Classification	5400	40725	5950	11730	9360	7560	56280	23280	51680	9180	23800	3010	1793	$245,558
	% of Total Hours/Classification	1%	10%	2%	4%	4%	5%	26%	8%	17%	4%	16%	2%	100%	

Notes:

ODCs

Mileage	$ 463.00
Mail	$ 5.00
Overnight mail	$ 115.00
Copies (8.5x11)	$ 40.00
Copies (11x17)	$ 60.00
Mylars (22x34)	$ 180.00
Miscellaneous	$ 1,000.00
Total ODCs	$ 1,863.00
Grand Total	$245,438

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

County of Monterey
Robinson Road Bridge Scour Repair

LSA ASSOCIATES, INC
HOURS & DESIGN FEE WORKSHEET

LABOR

Task Description	Principal	Project Manager	Environmental Planner	Environmental Planner	Biology Fieldwork	Senior Biologist	Wetland Biologist	Cultural Resources Fieldwork	Archaeologist	Water Quality Specialist	Senior Noise Specialist	GIS Specialist	Senior Graphics Specialist	Word Processing	Total Hours	Total $
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours		
Phase I: PROJECT MANAGEMENT																
0.1 PROJECT MANAGEMENT																
0.2 PROJECT INITIATION																
0.3 COORDINATION MEETINGS																
0.4 DESIGN REVIEW MEETINGS																
0.5 CALTRANS LOCAL ASSISTANCE COORDINATION																
Phase II: PRELIMINARY ENGINEERING AND REPORTS																
1.1 TOPOGRAPHIC SURVEYING																
1.1.1 HYDRAULIC REGRAD CROSS-SECTIONS																
1.1.2 TOPOGRAPHICAL PLAN																
1.2 HYDROLOGY AND HYDRAULIC ANALYSIS																
1.2.1 PRELIMINARY ASSESSMENT																
1.2.2 FIELD RECONNAISSANCE																
1.2.3 HYDROLOGIC DATA																
1.2.4 HYDRAULIC ANALYSIS																
1.2.5 SCOUR ANALYSIS																
1.2.6 COUNTERMEASURES DESIGN																
1.2.7 DESIGN HYDRAULIC STUDY REPORT																
1.3 GEOTECHNICAL INVESTIGATION																
1.4 UTILITY COORDINATION																
1.5 RIGHT-OF-WAY ENGINEERING																
1.6 RIGHT-OF-WAY ACQUISITION (BY COUNTY)																
1.7 ENVIRONMENTAL DOCUMENTS																
1.7.1 PROJECT INITIATION AND PROJECT DESCRIPTION																
1.7.1.1 KICK-OFF MEETING WITH PROJECT TEAM/FIELD REVIEW		8				8			6						24	$2,790
1.7.1.2 COORDINATION WITH RESPONSIBLE/COOPERATING AGENCIES AND OTHER STAKEHOLDERS		40													40	$5,000
1.7.1.3 PROJECT DESCRIPTION	3	3	3	16											38	$1,535
1.7.2 PREPARATION OF DRAFT TECHNICAL STUDIES																
1.7.2.1 NATURAL ENVIRONMENT STUDY (NES)		8		16	8	316					32	2	16		178	$20,328
1.7.2.2 JURISDICTIONAL DELINEATION (JD)		2			2		44				36	8		8	83	$9,150
1.7.2.3 BIOLOGICAL ASSESSMENT (BA)		2		16	8	16					36	2		2	135	$13,365
1.7.2.4 CULTURAL RESOURCES	8	3						8	48		2			1	58	$7,050
1.7.2.5 GEOLOGY																
1.7.2.6 HAZARDOUS MATERIALS																
1.7.2.7 HYDROLOGY AND WATER QUALITY	8	3		72						16	24			24	150	$11,010
1.7.2.8 FLOODPLAIN EVALUATION REPORT	2	3		56						56	80			3	65	$7,160
1.7.2.9 NOISE	2	3										16		3	67	$5,020
1.7.3 REVISE DRAFT DOCUMENTS BASED ON COUNTY AND CALTRANS COMMENTS				16	8	32	2	3	3	3	7	4		4	65	$6,070
1.7.4 FINAL TECHNICAL STUDIES		8		4		4	2		2	2		2		2	17	$1,730
1.7.5 PREPARATION OF ADMINISTRATIVE DRAFT AND PUBLIC REVIEW DRAFT ENVIRONMENTAL DOCUMENTS	8	32	56	80		4			3	4	2	16	4	32	190	$21,818
1.7.6.1 CIRCULATE DRAFT ED FOR PUBLIC REVIEW	2	4	8	80		4			2		2	6	2	32	98	$9,900
1.7.6.2 RESPONSE TO COMMENTS BASED ON PUBLIC COMMENT	2	4	12	24									32	32	38	$3,760
1.7.6 FINAL ED	2	4	8	24									4	8	16	$2,510
1.7.7 PERMITTING	2	3	56	8		32								2	97	$10,205
1.7.8 MEETING/HEARING ATTENDANCE		16													16	$3,640
1.8 35% SUBMITTAL: PRELIMINARY DESIGN AND TYPE SELECTION																
1.8.1 PRELIMINARY STRATEGY REPORT																
1.8.2 35% PRELIMINARY PLANS																
Phase III: FINAL DESIGN																
2.1 UNCHECKED DESIGN SUBMITTALS (90% PS&E)																
2.1.1 65% COMPLETE PLANS																
2.1.2 65% COMPLETE SPECIFICATIONS																
2.1.3 65% CONSTRUCTION COST ESTIMATE																
2.1.4 MEMORANDUM RESPONSE TO COMMENTS																
2.2 CHECKED DESIGN SUBMITTAL (100% PS&E)																
2.2.1 95% COMPLETE PLANS																
2.2.2 95% COMPLETE SPECIFICATIONS																
2.2.3 95% CONSTRUCTION COST ESTIMATE																
2.2.4 QA REVIEW																
2.2.5 MEMORANDUM RESPONSE TO COMMENTS																
2.3 FINAL DESIGN SUBMITTAL (100% PS&E)																
2.3.1 100% FINAL PLANS																
2.3.2 MEMORANDUM RESPONSE TO COMMENTS																
2.3.3 BID DOCUMENTS																
2.4 BIDDING PERIOD SERVICES																
Phase IV: COORDINATION																
3.1 CONSTRUCTION SUPPORT																
3.2 AS-BUILT PLANS																
Phase V: SUPPLEMENTAL TASKS																
4.1 PUBLIC OUTREACH MEETING	8	8	8												24	$3,000
4.2 BIOLOGY TASKS																
4.2.1 SPECIAL-STATUS PLANT SURVEYS		8			7	48						8		8	80	$7,360
4.2.2 GULF SITE ASSESSMENT AND FIELD SURVEYS SITE ASSESSMENT		7			7	96						16		2	151	$18,240
4.2.3 CAT DETECTION SURVEYS		8			4	48						2		1	58	$6,270
4.3 FULL FOOTING REHABILITATION SCOUR MITIGATION																
Total Hours	20	173	80	326	37	630	47	9	75	20	20	101	22	120	1670	180260
Loaded Billing Rate	220.00	140.00	110.00	70.00	155.00	125.00	160.00	140.00	80.00	105.00	120.00	70.00	120.00	60.00		
Cost	4,400	24,220	10,780	22,820	5,735	84,875	7,700	1,260	6,240	2,100	2,400	7,170	2,640	10,800	1670	$200,200
% of Total Hours by Classification	2%	11%	5%	21%	2%	38%	3%	1%	5%	2%	2%	6%	2%	6%	100%	

Notes:

BASIC TASK ODCS

Deliverables (Copies of technical studies, IS/MND, presentation graphics)	$6,094
Permits CDFW to CDFW	$2,250
Permits CDFW to USCG	$3,000
Permits RWQCB 401	$1,071
Subtotal	$14,415

SUPPLEMENTAL TASK ODCS

Deliverables	
Subtotal	$3,000

Total ODCs	$19,105.00
Grand Total	$187,365

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

County of Monterey
Robinson Road Bridge Scour Repair

PARIKH CONSULTANTS, INC
HOURS & DESIGN FEE WORKSHEET

	Task Description	LABOR: Project Manager D. Parikh Hours	Senior Proj. Eng. P. Wang Hours	Project Engineer S. Orlaki Hours	Staff Engineer Hours	Field Engineer Hours	Laboratory Technician Hours	Engineering Draftsperson Hours	Contract Manager Hours	Senior Eng. Checker/ J. Baker Hours	Total Hours	Total $
Phase I:	PROJECT MANAGEMENT											
0.1	PROJECT MANAGEMENT											
0.2	PROJECT INITIATION											
0.3	COORDINATION MEETINGS											
0.4	DESIGN REVIEW MEETINGS											
0.5	CALTRANS LOCAL ASSISTANCE COORDINATION											
Phase I:	PRELIMINARY ENGINEERING AND REPORTS											
1.1	TOPOGRAPHIC SURVEYING											
1.1.1	HYDRAULIC HEC-RAS CROSS-SECTIONS											
1.1.2	TOPOGRAPHICAL PLAN											
1.2	HYDROLOGIC AND HYDRAULIC ANALYSIS											
1.2.1	PRELIMINARY ASSESSMENT											
1.2.2	FIELD RECONNAISSANCE											
1.2.3	HYDROLOGIC DATA											
1.2.4	HYDRAULIC ANALYSIS											
1.2.5	SCOUR ANALYSIS											
1.2.6	COUNTERMEASURES DESIGN											
1.2.7	DESIGN HYDRAULIC STUDY REPORT											
1.3	GEOTECHNICAL INVESTIGATION	12	25	68	53	16	26	22	2		228	$25,809
1.4	UTILITY COORDINATION											
1.5	RIGHT-OF-WAY ENGINEERING											
1.6	RIGHT-OF-WAY ACQUISITION (BY COUNTY)											
1.7	ENVIRONMENTAL DOCUMENTS											
1.7.1	PROJECT INITIATION AND PROJECT DESCRIPTION											
1.7.1.1	KICK-OFF MEETING WITH PROJECT TEAM/FIELD REVIEW											
1.7.1.2	COORDINATION WITH RESPONSIBLE/COOPERATING AGENCIES AND OTHER STAKEHOLDERS											
1.7.1.3	PROJECT DESCRIPTION											
1.7.2	PREPARATION OF DRAFT TECHNICAL STUDIES											
1.7.2.1	NATURAL ENVIRONMENT STUDY (NES)											
1.7.2.2	JURISDICTIONAL DELINEATION (JD)											
1.7.2.3	BIOLOGICAL ASSESSMENT (BA)											
1.7.2.4	CULTURAL RESOURCES											
1.7.2.5	GEOLOGY	2	6	8	4			2		6	28	$4,062
1.7.2.6	HAZARDOUS MATERIALS											
1.7.2.7	HYDROLOGY AND WATER QUALITY											
1.7.2.8	FLOODPLAIN EVALUATION REPORT											
1.7.2.9	NOISE											
1.7.3	REVISE DRAFT DOCUMENTS BASED ON COUNTY AND CALTRANS COMMENTS											
1.7.4	FINAL TECHNICAL STUDIES											
1.7.5	PREPARATION OF ADMINISTRATIVE DRAFT AND PUBLIC REVIEW DRAFT ENVIRONMENTAL DOCUMENTS											
1.7.5.1	CIRCULATE DRAFT IS FOR PUBLIC REVIEW											
1.7.5.2	RESPONSE TO COMMENTS BASED ON PUBLIC COMMENT											
1.7.6	FINAL IS											
1.7.7	PERMITTING											
1.7.8	MEETING/HEARING ATTENDANCE											
1.8	35% SUBMITTAL: PRELIMINARY DESIGN AND TYPE SELECTION:											
1.8.1	PRELIMINARY STRATEGY REPORT											
1.8.2	35% PRELIMINARY PLANS											
Phase II:	FINAL DESIGN											
2.1	UNCHECKED DESIGN SUBMITTALS (65% PS&E)											
2.1.1	65% COMPLETE PLANS											
2.1.2	65% COMPLETE SPECIFICATIONS											
2.1.3	65% CONSTRUCTION COST ESTIMATE											
2.1.4	MEMORANDUM RESPONSE TO COMMENTS											
2.2	CHECKED DESIGN SUBMITTAL (95% PS&E)											
2.2.1	95% COMPLETE PLANS											
2.2.2	95% COMPLETE SPECIFICATIONS											
2.2.3	95% CONSTRUCTION COST ESTIMATE											
2.2.4	QA REVIEW											
2.2.5	MEMORANDUM RESPONSE TO COMMENTS											
2.3	FINAL DESIGN SUBMITTAL (100% PS&E)											
2.3.1	100% FINAL PLANS											
2.3.2	MEMORANDUM RESPONSE TO COMMENTS											
2.3.3	BID DOCUMENTS											
2.4	BIDDING PERIOD SERVICES											
Phase III:	CONSTRUCTION											
3.1	CONSTRUCTION SUPPORT											
3.2	AS-BUILT PLANS											
Phase IV:	SUPPLEMENTAL TASKS											
4.1	PUBLIC OUTREACH MEETING											
4.2	BIOLOGY TASKS											
4.2.1	SPECIAL-STATUS PLANT SURVEYS											
4.2.2	CRLF SITE ASSESSMENT AND FIELD SURVEYS SITE ASSESSMENT											
4.2.3	BAT DETECTION SURVEYS											
4.3	FULL FOOTING REHABILITATION SCOUR MITIGATION											
	Total Hours	14	31	76	57	16	26	24	2	6	256	$30,891
	Loaded Billing Rate	246.00	177.00	113.00	90.00	116.00	84.00	92.00	157.00	180.00		
	Cost	3,444	5,487	8,588	5,130	2,056	2,352	2,208	314	1,080	256	$30,891
	% of Total Hours by Classification	5%	12%	30%	22%	7%	11%	9%	1%	2%	100%	

Notes:

ODCs	
Drilling Rig	$5,540.00
Grouting holes	$400.00
Traffic control	$1,075.00
Reproduction	$100.00
Total ODCs	$7,015.00
Grand Total	$38,906

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

County of Monterey
Robinson Road Bridge Scour Repair

WRECO
HOURS & DESIGN FEE WORKSHEET

	Task Description	LABOR: Principal Engineer R. Berg Hours	Supervising Engineer TBD Hours	Senior Engineer C. Sewell Hours	Associate Engineer TBD Hours	Staff Engineer TBD Hours	Technicians TBD Hours	Clerical/ Tech Editor TBD Hours	Total Hours	Total $
Phase 0	PROJECT MANAGEMENT									
0.1	PROJECT MANAGEMENT									
0.2	PROJECT INITIATION									
0.3	COORDINATION MEETINGS	2		4					6	$1,110
0.4	DESIGN REVIEW MEETINGS	2		8					10	$1,790
0.5	CALTRANS LOCAL ASSISTANCE COORDINATION									
Phase I	PRELIMINARY ENGINEERING AND REPORTS									
1.1	TOPOGRAPHIC SURVEYING									
1.1.1	HYDRAULIC HEC-RAS CROSS-SECTIONS									
1.1.2	TOPOGRAPHICAL PLAN									
1.2	HYDROLOGIC AND HYDRAULIC ANALYSIS									
1.2.1	PRELIMINARY ASSESSMENT	2		2	2				6	$990
1.2.2	FIELD RECONNAISSANCE			8	8				16	$2,240
1.2.3	HYDROLOGIC DATA	1		2	8				11	$1,435
1.2.4	HYDRAULIC ANALYSIS	1		2	4	18	2		25	$2,505
1.2.5	SCOUR ANALYSIS	2		4	12				18	$2,490
1.2.6	COUNTERMEASURES DESIGN	2		12	4				18	$2,910
1.2.7	DESIGN HYDRAULIC STUDY REPORT	2		6	24	8		2	42	$4,860
1.3	GEOTECHNICAL INVESTIGATION									
1.4	UTILITY COORDINATION									
1.5	RIGHT-OF-WAY ENGINEERING									
1.6	RIGHT-OF-WAY ACQUISITION (BY COUNTY)									
1.7	ENVIRONMENTAL DOCUMENTS									
1.7.1	PROJECT INITIATION AND PROJECT DESCRIPTION									
1.7.1.1	KICK-OFF MEETING WITH PROJECT TEAM/FIELD REVIEW									
1.7.1.2	COORDINATION WITH RESPONSIBLE/COOPERATING AGENCIES AND OTHER STAKEHOLDERS									
1.7.1.3	PROJECT DESCRIPTION									
1.7.2	PREPARATION OF DRAFT TECHNICAL STUDIES									
1.7.2.1	NATURAL ENVIRONMENT STUDY (NES)									
1.7.2.2	JURISDICTIONAL DELINEATION (JD)									
1.7.2.3	BIOLOGICAL ASSESSMENT (BA)									
1.7.2.4	CULTURAL RESOURCES									
1.7.2.5	GEOLOGY									
1.7.2.6	HAZARDOUS MATERIALS									
1.7.2.7	HYDROLOGY AND WATER QUALITY									
1.7.2.8	FLOODPLAIN EVALUATION REPORT									
1.7.2.9	NOISE									
1.7.3	REVISE DRAFT DOCUMENTS BASED ON COUNTY AND CALTRANS COMMENTS									
1.7.4	FINAL TECHNICAL STUDIES									
1.7.5	PREPARATION OF ADMINISTRATIVE DRAFT AND PUBLIC REVIEW DRAFT ENVIRONMENTAL DOCUMENTS									
1.7.5.1	CIRCULATE DRAFT ED FOR PUBLIC REVIEW									
1.7.5.2	RESPONSE TO COMMENTS BASED ON PUBLIC COMMENT									
1.7.6	FINAL ED									
1.7.7	PERMITTING									
1.7.8	MEETING/HEARING ATTENDANCE									
1.8	35% SUBMITTAL PRELIMINARY DESIGN AND TYPE SELECTION:									
1.8.1	PRELIMINARY STRATEGY REPORT									
1.8.2	35% PRELIMINARY PLANS									
Phase II	FINAL DESIGN									
2.1	UNCHECKED DESIGN SUBMITTALS (65% PS&E)									
2.1.1	65% COMPLETE PLANS	1		4	4				9	$1,335
2.1.2	65% COMPLETE SPECIFICATIONS									
2.1.3	65% CONSTRUCTION COST ESTIMATE									
2.1.4	MEMORANDUM RESPONSE TO COMMENTS									
2.2	CHECKED DESIGN SUBMITTAL (95% PS&E)									
2.2.1	95% COMPLETE PLANS	1		4	2				7	$1,115
2.2.2	95% COMPLETE SPECIFICATIONS									
2.2.3	95% CONSTRUCTION COST ESTIMATE									
2.2.4	QA REVIEW									
2.2.5	MEMORANDUM RESPONSE TO COMMENTS									
2.3	FINAL DESIGN SUBMITTAL (100% PS&E)									
2.3.1	100% FINAL PLANS	1		2	2				5	$775
2.3.2	MEMORANDUM RESPONSE TO COMMENTS									
2.3.3	BID DOCUMENTS									
2.4	BIDDING PERIOD SERVICES									
Phase III	CONSTRUCTION									
3.1	CONSTRUCTION SUPPORT	1		2	2				5	$775
3.2	AS-BUILT PLANS									
Phase IV	SUPPLEMENTAL TASKS									
4.1	PUBLIC OUTREACH MEETING									
4.2	BIOLOGY TASKS									
4.2.1	SPECIAL-STATUS PLANT SURVEYS									
4.2.2	CRLF SITE ASSESSMENT AND FIELD SURVEYS SITE ASSESSMENT									
4.2.3	BAT DETECTION SURVEYS									
4.3	FULL FOOTING REHABILITATION SCOUR MITIGATION									
	Total Hours	18		60	72	24	2	2	178	$24,460
	Loaded Billing Rate	215.00	185.00	170.00	110.00	90.00	80.00	75.00		
	Cost	3,870	-	10,200	7,920	2,160	160	150	178	$24,460
	% of Total Hours by Classification	10%		34%	40%	13%	1%	1%	100%	

Notes:

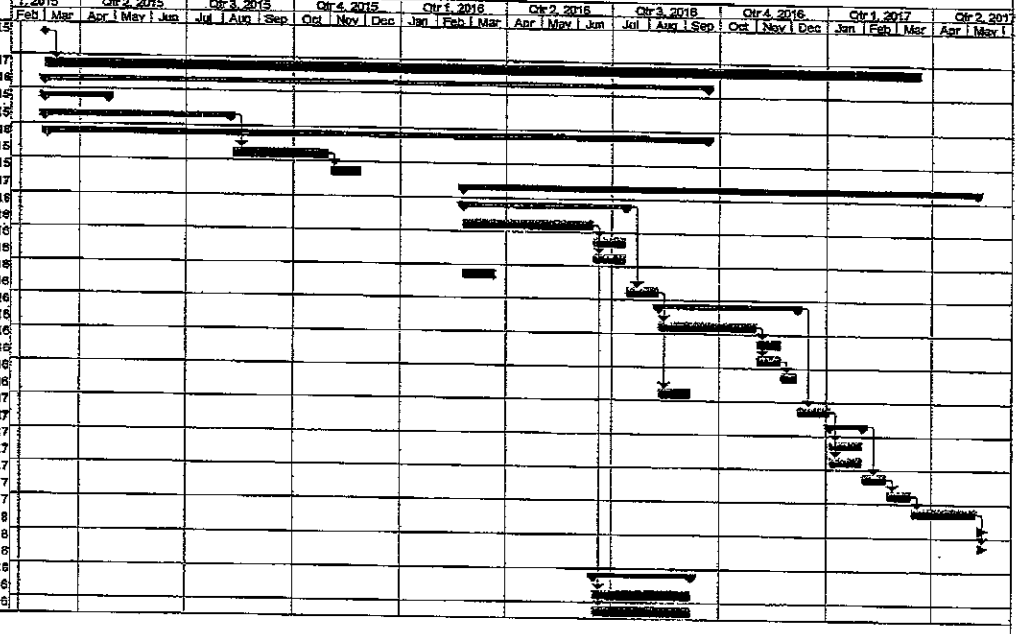
ODCs

Travel/Per Diem	$500.00
Office Misc/Reps	$300.00
Total ODCs	$800.00
Grand Total	$25,260

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Robinson Road Bridge Scour Repair
County of Monterey
Project Schedule

ID	Task ID	Task Name	Duration	Start	Finish
1		NOTICE TO PROCEED	0 days	Mon 3/2/15	Mon 3/2/15
2		Phase 0 PROJECT MANAGEMENT	536 days	Mon 3/2/15	Wed 3/22/17
8		Phase I PRELIMINARY ENGINEERING	407 days	Mon 3/2/15	Tue 9/20/16
9	1.1	TOPOGRAPHIC SURVEYING	40 days	Mon 3/2/15	Fri 4/24/15
12	1.2	HYDROLOGIC AND HYDRAULIC ANALYSIS	115 days	Mon 3/2/15	Fri 8/7/15
20	1.7	ENVIRONMENTAL DOCUMENT	405 days	Wed 3/4/15	Tue 9/20/16
52	1.8	35% SUBMITTAL: PRELIMINARY DESIGN AND TYPE SELECTI	3 mons	Mon 8/10/15	Fri 10/30/15
53		COUNTY REVIEW OF 35% SUBMITTAL	1 mon	Mon 11/2/15	Fri 11/27/15
54		Phase II DESIGN	315 days	Wed 2/24/16	Tue 5/9/17
55	2.1	UNCHECKED DESIGN SUBMITTAL (65% PS&E)	100 days	Wed 2/24/16	Tue 7/12/16
56	2.1a	65% COMPLETE PLANS	4 mons	Wed 2/24/16	Tue 6/14/16
57	2.1b	65% COMPLETE SPECIFICATIONS	1 mon	Wed 6/15/16	Tue 7/12/16
58	2.1c	65% CONSTRUCTION COST ESTIMATE	1 mon	Wed 6/15/16	Tue 7/12/16
59	2.1d	MEMORANDUM RESPONSE TO COMMENTS	20 days	Wed 2/24/16	Tue 3/22/16
60		COUNTY REVIEW 65% PS&E	1 mon	Wed 7/13/16	Tue 8/9/16
61	2.2	CHECKED DESIGN SUBMITTAL (95% PS&E)	85 days	Wed 8/10/16	Tue 12/6/16
62	2.2a	95% COMPLETE PLANS	3 mons	Wed 8/10/16	Tue 11/1/16
63	2.2b	95% COMPLETE SPECIFICATIONS	3 wks	Wed 11/2/16	Tue 11/22/16
64	2.2c	95% CONSTRUCTION COST ESTIMATE	3 wks	Wed 11/2/16	Tue 11/22/16
65	2.2d	QUALITY ASSURANCE REVIEW	2 wks	Wed 11/23/16	Tue 12/6/16
66	2.2e	MEMORANDUM RESPONSE TO COMMENTS	20 days	Wed 8/10/16	Tue 9/6/16
67		COUNTY REVIEW 95% PS&E	1 mon	Wed 12/7/16	Tue 1/3/17
68	2.3	FINAL DESIGN SUBMITTAL (100% PS&E)	20 days	Wed 1/4/17	Tue 1/31/17
69	2.3a	100% FINAL PLANS	4 wks	Wed 1/4/17	Tue 1/31/17
70	2.3b	MEMORANDUM RESPONSE TO COMMENTS	20 days	Wed 1/4/17	Tue 1/31/17
71		COUNTY REVIEW 100% PS&E	3 wks	Wed 2/1/17	Tue 2/21/17
72	2.3c	BID DOCUMENTS	3 wks	Wed 2/22/17	Tue 3/14/17
73	2.4	BIDDING PERIOD SERVICES	2 mons	Wed 3/15/17	Tue 5/9/17
74		Phase III CONSTRUCTION	275 days	Thu 5/11/17	Wed 5/30/18
75	3.1	CONSTRUCTION SUPPORT	250 days	Thu 5/11/17	Wed 4/25/18
76	3.2	AS-BUILT PLANS	20 days	Thu 5/3/18	Wed 5/30/18
77		OPTIONAL TASKS	80 days	Wed 6/15/16	Tue 9/6/16
78	X	RIGHT-OF-WAY ACQUISITION SERVICES (If Required)	80 days	Wed 6/15/16	Tue 9/6/16
79	X	LEGAL DESCRIPTIONS AND EXHIBITS	80 days	Wed 6/15/16	Tue 9/6/16



Project: Monterey County Bridges_Sco
Date: Mon 2/9/15

Task | Critical Task | Milestone | Summary | Rolled Up Task | Rolled Up Critical Task | Rolled Up Milestone | Rolled Up Progress | Split | External Tasks | Project Summary | Group By Summary | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | Progress | Deadline

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ARTICLE I CONTACT INFORMATION

County Project Manager
Name: José Luis Gomez
Title: Assistant Engineer
Address: 168 W Alisal St 2nd Floor
Salinas, CA 93901-2680
Telephone Number: (831) 755-4816

Contractor Project Manager
Name: Mark A. Imbriani, P.E.
Title: Vice President
Address: 10680 White Rock Rd. Suite 100
Rancho Cordova, CA 95670
Telephone Number: (916) 366-0632

ARTICLE II TERMS

All references to "Contract" herein shall include the County of Monterey Agreement for Professional Services.

ARTICLE III ALLOWABLE COSTS AND PAYMENTS (Check one box only)

☐ **The method of payment for this contract will be based on actual cost-plus-a fixed fee.**

A. The COUNTY will reimburse the CONTRACTOR for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by the CONTRACTOR in performance of the work. The CONTRACTOR will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the CONTRACTOR's executed Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will the CONTRACTOR be reimbursed for overhead costs at a rate that exceeds the COUNTY's approved overhead rate set forth in the executed Proposal. In the event that the COUNTY determines that a change to the work from that specified in the Executed Proposal and contract is required, the contract time and/or actual costs reimbursable by the COUNTY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.

B. In addition to the allowable incurred costs, the COUNTY will pay the CONTRACTOR a fixed fee of $_____. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the executed Proposal.

D. When milestone cost estimates are included in the executed Proposal, the CONTRACTOR shall obtain prior written approval for a revised milestone cost estimate from the COUNTY Project Manager before exceeding such cost estimate.

E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of the CONTRACTOR's fixed fee will be included in the monthly progress payments. If CONTRACTOR fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, the COUNTY shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions of Section 7 of the County of Monterey Agreement for Professional Services.

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F. No payment will be made prior to approval of any work, nor for any work performed prior to the approval of this contract.

G. The CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit upon receipt by the COUNTY'S Finance Division of an itemized invoice. Invoices shall be submitted no later than 30 calendar days after the performance of work for which the CONTRACTOR is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the executed Proposal and shall reference this contract name and the COUNTY's Project Manager. Final invoice must contain the final cost and all credits due to the COUNTY. The final invoice should be submitted within 60–calendar days after completion of the CONTRACTOR's work. Invoices shall be mailed to the COUNTY'S Finance Division at the following address:

County of Monterey
Resource Management Agency
Department of Public Works
168 West Alisal Street, 2nd Floor
Salinas, CA 93901
Attn: Finance Division

H. The total amount payable by the COUNTY including the fixed fee shall not exceed the amount identified in Section 2 of the County of Monterey Agreement for Professional Services.

I. Salary increases will be reimbursable if the new salary is within the salary range identified in the executed Proposal and is approved by the COUNTY'S Project Manager.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases which are the direct result of changes in the prevailing wage rates are reimbursable.

J. All subcontracts in excess of $25,000 shall contain the above provisions.

☒ **The method of payment for this contract will be based on specific rates of compensation** (on-call contracts).

A. Specific projects will be assigned to the CONTRACTOR through issuance of Scope of Services.

B. After a project to be performed under this contract is identified by the COUNTY, the COUNTY will prepare a draft Scope of Services; less the cost estimate. A draft Scope of Services will identify the expected results, project deliverables, period of performance, and project schedule, and will designate a COUNTY Project Coordinator, if different than the Project Manager. The draft Scope of Services will be delivered to the CONTRACTOR for review. The CONTRACTOR shall return a Proposal within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement on the Proposal has been reached on the negotiable items and total cost; the finalized Proposal shall be signed by both the COUNTY and the CONTRACTOR (hereinafter "executed Proposal").

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C. The CONTRACTOR will be reimbursed for hours worked at the hourly rates specified in the CONTRACTOR's executed Proposal. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee.

D. In addition, the CONTRACTOR will be reimbursed for incurred direct costs other than salary costs, and other costs that are identified in the executed Proposal.

E. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the Executed Proposal.

F. When milestone cost estimates are included in the executed Proposal, the CONTRACTOR shall obtain prior written approval for a revised milestone cost estimate from the COUNTY's Project Manager before exceeding such estimate.

G. Progress payments for each Proposal will be made monthly in arrears based on services provided and actual costs incurred.

H. The CONTRACTOR shall not commence performance of work or services until this contract has been approved by the COUNTY, and notification to proceed has been issued by the COUNTY's Project Manager. No payment will be made prior to approval or for any work performed prior to approval of this contract.

I. A Proposal is of no force or effect until returned to the COUNTY and signed by an authorized representative of the COUNTY. No expenditures are authorized on a project and work shall not commence until a Proposal for that project has been executed by the COUNTY.

J. The CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit upon receipt by the COUNTY's Finance Division of an itemized invoice. Separate invoices itemizing all costs are required for all work performed under each Proposal. Invoices shall be submitted no later than 30 calendar days after the performance of work for which the CONTRACTOR is billing, or upon completion of the Proposal. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the executed Proposal and shall reference this contract name and the COUNTY's Project Manager. Credits due to the COUNTY must be reimbursed by the CONTRACTOR prior to the expiration or termination of this contract. Invoices shall be mailed to the COUNTY's Finance Division at the following address:

County of Monterey
Resource Management Agency
Department of Public Works
168 West Alisal Street, 2nd Floor
Salinas, CA 93901
Attn: Finance Division

K. The total amount payable by the COUNTY for an individual executed Proposal shall not exceed the amount agreed to in the executed Proposal, unless authorized by contract amendment.

L. The total amount payable by the COUNTY for all Proposals resulting from this contract shall not exceed the amount identified in Section 2 of the County of Monterey Agreement for Professional

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Services. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Scope of Services.

M. All subcontracts in excess of $25,000 shall contain the above provisions.

☐ **The method of payment for this contract will be based on lump sum.**

A. The total lump sum price paid by the CONTRACTOR will include compensation for all work and deliverables, including travel and equipment described in the Statement of Work of this contract. No additional compensation will be paid to the CONTRACTOR, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between the CONTRACTOR and the COUNTY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by the COUNTY.

B. Progress payments may be made monthly in arrears based on the percentage of work completed by the CONTRACTOR. If CONTRACTOR fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, the COUNTY shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions of Section 7 of the County of Monterey Agreement for Professional Services.

C. The CONTRACTOR shall not commence performance of work or services until this contract has been approved by the COUNTY and notification to proceed has been issued by the COUNTY'S Project Manager. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.

D. The CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by the COUNTY'S Finance Division of an itemized invoice. Invoices shall be submitted no later than 30-calendar days after the performance of work for which the CONTRACTOR is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the executed Proposal and shall reference this contract name and the COUNTY's Project Manager. Final invoice must contain the final cost and all credits due the COUNTY. The final invoice should be submitted within 60-calendar days after completion of the CONTRACTOR's work. Invoices shall be mailed to the COUNTY's Finance Division at the following address:

County of Monterey
Resource Management Agency
Department of Public Works
168 West Alisal Street, 2nd Floor
Salinas, CA 93901
Attn: Finance Division

E. The total amount payable by the COUNTY shall not exceed the amount identified in Section 2 of the County of Monterey Agreement for Professional Services.

F. All subcontracts in excess of $25,000 shall contain the above provisions.

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ARTICLE IV CHANGE IN TERMS

A. The CONTRACTOR shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by the COUNTY's Project Manager.

B. There shall be no change in the CONTRACTOR's Project Manager or members of the project team, as listed in the executed Proposal, which is a part of this contract without prior written approval by the COUNTY's Project Manager.

ARTICLE V COST PRINCIPLES

A. The CONTRACTOR agrees that the Contract Cost Principals and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost individual items.

B. The CONTRACTOR also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C. Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONTRACTOR to the COUNTY.

ARTICLE VI CONTINGENT FEE

The CONTRACTOR warrants, by execution of this contract, that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, the COUNTY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE VII RETENTION OF RECORDS

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; the CONTRACTOR, subcontractors, and the COUNTY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, the State Auditor, the COUNTY, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the CONTRACTOR that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

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Subcontracts in excess of $25,000 shall contain this provision.

ARTICLE VIII DISPUTES

A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by the COUNTY's Director of Public Works, who may consider written or verbal information submitted by the CONTRACTOR.

B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, the CONTRACTOR may request review by the COUNTY Board of Supervisors of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the committee will excuse the CONTRACTOR from full and timely performance in accordance with the terms of this contract.

ARTICLE IX SUBCONTRACTING

A. The CONTRACTOR shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the COUNTY's Project Manager, except that, which is expressly identified in the Executed Proposal.

B. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subcontractors.

C. Any substitution of subcontractors must be approved in writing by the COUNTY's Project Manager.

ARTICLE X INSPECTION OF WORK

The CONTRACTOR and any subcontractors shall permit the COUNTY, the State and the FHWA, if Federal participating funds are used in this contract, to review and inspect the project activities at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

ARTICLE XI SAFETY

A. The CONTRACTOR shall comply with OSHA regulations applicable to CONTRACTOR regarding necessary safety equipment or procedures. The CONTRACTOR shall comply with safety instructions issued by the COUNTY Safety Officer and other COUNTY representatives. CONTRACTOR personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Section 591 of the Vehicle Code, the COUNTY has determined that within such areas as are within the limits of the project and are open to public traffic, the CONTRACTOR shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The CONTRACTOR shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from

injury and damage from such vehicles.

C. Any subcontract, entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XII OWNERSHIP OF DATA

A. Ownership and title to all documents, including but not limited to reports, estimates, tracings, plans, specifications, and maps, prepared, or obtained under the terms of the agreement are automatically vested in the COUNTY. Such documents are to be delivered to and become the property of the COUNTY; no further agreement will be necessary to transfer ownership to the COUNTY.

B. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the terms of the agreement shall be made available upon request to the COUNTY without restriction or limitation on their use.

C. Applicable patent rights provisions described in 41 CFR 1-9.1 regarding rights to inventions apply to this agreement as appropriate.

D. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XIII DEBARMENT AND SUSPENSION CERTIFICATION

A. The CONTRACTOR's signature affixed herein on this contract, shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONTRACTOR has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the COUNTY.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONTRACTOR responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

ARTICLE XIV STATE PREVAILING WAGE RATES

A. The CONTRACTOR shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1775; and all Federal, State, and local laws and ordinances applicable to the work.

B. Any subcontract entered into as a result of this contract, if for more than $25,000 for public works construction or more than $15,000 for the alteration, demolition, repair or maintenance of

public works, shall contain all of the provisions of this Article.

ARTICLE XV PROHIBITION OF EXPENDING COUNTY STATE OR FEDERAL FUNDS FOR LOBBYING

This article applies to all contracts where federal funding will exceed $100,000.

A. The CONTRACTOR certifies by signing this contract, to the best of his or her knowledge and belief, that:

1. No State, Federal or County appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

C. The CONTRACTOR also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000, and that all such sub-recipients shall certify and disclose accordingly.

ARTICLE XVI DBE PROVISIONS

☑ The COUNTY has established a DBE goal for this Agreement of 6 %.

OR

☐ The COUNTY has not established a DBE goal for this Agreement. However, proposers are encouraged to obtain DBE participation for this Agreement.

1. TERMS AS USED IN THIS DOCUMENT

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term "Agreement" also means "Contract."

- The term "bidder" also means "proposer."
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The CONTRACTOR should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The bidder/proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, a "Local Agency Bidder/Proposer DBE Commitment (Consultant Contract)" (Exhibit 10-O1) form shall be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation shall be collected and reported.

A "Local Agency Proposer DBE Information (Consultant Contract)" (Exhibit 10-O2) form shall be completed and submitted with the executed contract. The purpose of the form is to collect all DBE commitment data required under 49 CFR 26. For contracts with no goals, this form collects information on all DBEs. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

B. A certified DBE may participate as a prime consultant, subconsultant, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.

C. A DBE bidder, not bidding as a joint venture with a non-DBE, will be required to document one or a combination of the following:

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1. The proposer is a DBE and will meet the goal by performing work with its own forces.
2. The proposer will meet the goal through work performed by DBE subconsultants, subconsultants, suppliers or trucking companies.
3. The proposer made adequate good faith efforts to meet the goal.

D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55; that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.

F. The prime consultant shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the cost proposal list of subconsultants.

G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification.

B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program website at: http://www.dot.ca.gov/hq/bep/.
- Click on the link titled DBE SEARCH Click Here
- Click on Click To Access DBE Query Form. DBE Query Form Instructions/Tutorial can also be downloaded from this page
- Searches can be performed by one or more criteria
- Follow instructions on the screen
- "Start Search (Export options: CSV | Excel | XML | PDF)" links are located at the bottom of the query form

C. How to Obtain a List of Certified DBEs without Internet Access:
DBE Directory - If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the online database. A copy of the directory of certified DBEs may be ordered from the Caltrans Publications Unit at (916) 263-0822, 1900 Royal Oaks Drive, Sacramento, CA 95815-3800.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS DBE CREDIT UNDER THE FOLLOWING CONDITIONS:

A. If the materials or supplies are obtained from a DBE manufacturer, count one hundred percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.

B. If the materials or supplies purchased from a DBE regular dealer, count sixty percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.

D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

7. FOR DBE TRUCKING COMPANIES: CREDIT FOR DBES WILL COUNT TOWARDS DBE GOAL, UNDER THE FOLLOWING CONDITIONS:

A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Agreement, and there cannot be a contrived arrangement for the purpose of meeting the DBE goal.

B. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Agreement.

C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.

D. The DBE may lease trucks from another DBE firm including an owner-operator who is certified as a DBE. A DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.

E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. A DBE who leases trucks from a non-DBE is entitled to credit only for the fee or

commission it receives as a result of the lease arrangement. A DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.

F. For the purposes of this Section D, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

ARTICLE XVII SUBCONTRACTOR/DBE PARTICIPATION

1. Subcontractors

A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the COUNTY and any subcontractors, and no subcontract shall relieve the CONTRACTOR of his/her responsibilities and obligations hereunder. The CONTRACTOR agrees to be as fully responsible to the COUNTY for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR's obligation to pay its subcontractors is an independent obligation from the COUNTY's obligation to make payments to the CONTRACTOR.

B. Any subcontract in excess of $25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.

C. CONTRACTOR shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the CONTRACTOR by the COUNTY.

D. Any substitution of subcontractors must be approved in writing by the COUNTY's Project Manager in advance of assigning work to a substitute subcontractor.

2. Disadvantaged Business Enterprise (DBE) Participation

A. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Bidders who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

B. If the contract has a DBE goal, the CONTRACTOR must meet the DBE goal by using DBEs as subcontractor or document a good faith effort to meet the goal. If a DBE subcontractor is unable to perform, the CONTRACTOR must make a good faith effort to replace him/her with another DBE subcontractor if the goal is not otherwise met. A DBE is a firm meeting the definition of a DBE as specified in 49 CFR.

C. DBE and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The CONTRACTOR, subrecipient or subcontractor shall not discriminate on the

basis of race, color, national origin, or sex in the performance of this Agreement. The CONTRACTOR shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

3. Performance of DBE Contractors and other DBE Subcontractors/Suppliers

A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.

B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

C. If a DBE does not perform or exercise responsibility for at least thirty percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

4. Prompt Payment of Funds Withheld to Subcontractors

A. No retainage will be held by the Agency from progress payments due the prime consultant. Any retainage held by the prime consultant or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the Agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or

noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

5. DBE Records

A. The CONTRACTOR shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime CONTRACTORS shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors," CEM-2402F (Exhibit 17-F in Chapter 17 of the LAPM), certified correct by the CONTRACTOR or the CONTRACTOR's authorized representative and shall be furnished to the Project Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the CONTRACTOR when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors" is submitted to the Project Manager.

6. DBE Certification and De-certification Status

If a DBE subcontractor is decertified during the life of the Agreement, the decertified subcontractor shall notify the CONTRACTOR in writing with the date of de-certification. If a subcontractor becomes a certified DBE during the life of the Agreement, the subcontractor shall notify the CONTRACTOR in writing with the date of certification. Any changes should be reported to the COUNTY's Project Manager within 30 days.

EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

(Inclusive of all DBEs listed at bid proposal. Refer to instructions on the reverse side of this form)

Consultant to Complete this Section

1. Local Agency Name: County of Monterey
2. Project Location: On Robinson Canyon Road at Carmel River
3. Project Description: Implement/Install Scour Countermeasures
4. Consultant Name: TRC Engineers, Inc.
5. Contract DBE Goal %: 6

DBE Commitment Information

6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %
Hydrology/Hydraulics	WRECO (925) 941-0017 1243 Alpine Road, Suite 108 Walnut Creek, CA 94596	30066	5.09%
Geotechnical	Parikh Consultants (408) 452-9000 2360 Qume Drive, Suite A San Jose, CA 95131	20259	7.77%
TOTAL CLAIMED			12.86%

Local Agency to Complete this Section

16. Local Agency Contract Number: 385165
17. Federal-aid Project Number: BHLO-5944(099)
18. Proposed Contract Execution Date:

Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:

ENRIQUE M. SAAVEDRA
19. Local Agency Representative Name (Print)

20. Local Agency Representative Signature — 21. Date: 2-17-2015

ACTING ASSISTANT DIRECTOR OF PW
22. Local Agency Representative Title

(831) 755 4807
23. (Area Code) Tel. No.

11. Preparer's Signature

Mark A. Imbriani
12. Preparer's Name (Print)

Vice President
13. Preparer's Title

2/13/15
14. Date

(916) 366-0632
15. (Area Code) Tel. No.

Distribution: (1) Original – Consultant submits to local agency with proposal
(2) Copy – Local Agency files

EXHIBIT B - FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

INSTRUCTIONS - LOCAL AGENCY CONSULTANT DBE COMMITMENT

Consultant Section

The Consultant shall:

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
4. **Consultant Name** - Enter the consultant's firm name.
5. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I *Notice to Proposers DBE Information* form. See LAPM Chapter 10.
6. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
7. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
8. **DBE Cert. Number** - Enter the DBEs Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
9. **DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
10. **Total % Claimed** – Enter the total DBE participation claimed. If the Total % Claimed is less than item "6. Contract DBE Goal", an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H *DBE Information - Good Faith Efforts* of the LAPM).
11. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
12. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
13. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
14. **Date** - Enter the date this section of the form is signed by the preparer.
15. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

Local Agency Section:

The Local Agency representative shall:

16. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
17. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
18. **Contract Execution Date** - Enter date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
19. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
20. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
21. **Date** - Enter the date the Local Agency Representative signs the form.
22. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
23. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE INFORMATION

(Inclusive of all DBEs listed at contract award. Refer to instructions on the reverse side of this form)

Consultant to Complete this Section

1. Local Agency Name: County of Monterey
2. Project Location: On Robinson Canyon Road at Carmel River
3. Project Description: Implement/Install Scour Countermeasures
4. Total Contract Award Amount: $ 496,669
5. Consultant Name: TRC Engineers, Inc.
6. Contract DBE Goal %: 6
7. Total Dollar Amount for all Subconsultants: $ 251,231
8. Total Number of all Subconsultants: 3

Award DBE/DBE Information

9. Description of Services to be Provided	10. DBE/DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
Hydrology/Hydraulics	WRECO (925) 941-0017 1243 Alpine Road, Suite 108 Walnut Creek, CA 94596	30066	$ 25,260
Geotechnical	Parikh Consultants (408) 452-9000 2360 Oume Drive, Suite A San Jose, CA 95131	20259	$ 38,606

Local Agency to Complete this Section

20. Local Agency Contract Number: 385165
21. Federal-aid Project Number: BHLO-5944(099)
22. Contract Execution Date: _____

Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:

23. Local Agency Representative Name (Print): ENRIQUE M. SAAVEDRA
24. Local Agency Representative Signature
25. Date: 2-17-2015
26. Local Agency Representative Title: ACTING ASSISTANT DIRECTOR OF PW
27. (Area Code) Tel. No.: (831) 765 4807

Consultant to Complete this Section

Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:

28. DLAE Name (Print)
29. DLAE Signature
30. Date

15. Preparer's Signature
16. Preparer's Name (Print): Mark A. Imbriani
17. Preparer's Title: Vice President
18. Date: 2/13/15
19. (Area Code) Tel. No.: (916) 366-0632

Distribution: (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.
(2) Copy – Include in award package sent to Caltrans DLAE
(3) Original – Local agency files

EXHIBIT B - FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

INSTRUCTIONS - LOCAL AGENCY CONSULTANT DBE INFORMATION

Consultant Section

The Consultant shall:

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
5. **Consultant Name** - Enter the consultant's firm name.
6. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I *Notice to Proposers DBE Information* form. See LAPM Chapter 10.
7. **Total Dollar Amount for all Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do not include the prime consultant information in this count.
8. **Total number of all subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do not include the prime consultant information in this count.
9. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
11. **DBE Cert. Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
12. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE, and include DBEs that are not identified as subconsultants on the Exhibit 10-O1 *Consultant Proposal DBE Commitment* form. See LAPM Chapter 9 for how to count full/partial participation.
13. **Total Dollars Claimed** – Enter the total dollar amounts for column 13.
14. **Total % Claimed** – Enter the total DBE participation claimed for column 13. SUM = (item "14. Total Participation Dollars Claimed" divided by item "4. Total Contract Award Amount"). If the Total % Claimed is less than item "6. Contract DBE Goal", an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H *DBE Information - Good Faith Efforts* of the LAPM).
15. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
16. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
17. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
18. **Date** - Enter the date this section of the form is signed by the preparer.
19. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

Local Agency Section:

The Local Agency representative shall:

20. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
23. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
24. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
25. **Date** - Enter the date the Local Agency Representative signs the form.
26. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
27. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

Caltrans Section:

Caltrans District Local Assistance Engineer (DLAE) shall:

28. **DLAE Name (Print)** – Clearly enter the name of the DLAE.
29. **DLAE Signature** – DLAE must sign this section of the form to certify that it has been reviewed for completeness.
30. **Date** - Enter the date that the DLAE signs this section the form.

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EXHIBIT 15-H DBE INFORMATION — GOOD FAITH EFFORTS

Federal-aid Project No. BHLO-5941(099) Bid Opening Date July 24, 2014

The County of Monterey established a Disadvantaged Business Enterprise (DBE) goal of 6 % for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
	N/A

B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
	N/A	

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C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount ($)	Percentage of Contract
	N/A			

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

N/A

Names, addresses and phone numbers of firms selected for the work above:

N/A

E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

N/A

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F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

N/A

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
N/A		

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

N/A

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

EXHIBIT B - FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

CERTIFICATION OF LOCAL AGENCY

I HEREBY CERTIFY that I am the Assistant Engineer of the RMA - Monterey County, and that the consulting firm of TRC Engineers, Inc, or its representative has not been required (except as herein expressly stated), directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

(a) employ, retain, agree to employ or retain, any firm or person, or

(b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this Agreement involving participation of federal-aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

Dec 18, 2014
(Date)

(Signature)

EXHIBIT B - FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES

I HEREBY CERTIFY that I am the Vice President, and duly authorized representative of the firm of TRC Engineers, Inc., whose address is 10680 White Rock Road, Suite 100, Rancho Cordova, CA 95670, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract; nor

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; nor

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this contract.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this contract involving participation of federal-aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

11/19/14
(Date)

Mark G. [illegible]
(Signature)

Distribution: 1) Local Agency Project File (Original & Contract)
2) DLAE (with contract copy).

EXHIBIT C – INCORPORATION OF RFQ #10490 AND STATEMENT OF QUALIFICATIONS DOCUMENTS

The County invited submittals to Request for Qualifications (RFQ) through RFQ #10490 to provide bridge design services on an "on-call" basis for bridge projects over $100,000 located in Monterey County, California. TRC Engineers, Inc. submitted a responsive and responsible Statement of Qualifications to perform the services listed in RFQ #10490.

RFQ #10490 and the Statement of Qualifications submitted by TRC Engineers, Inc. are hereby incorporated into the Agreement by this reference.

ATTACHMENT F – PROJECT BUDGET

COUNTY OF MONTEREY
DEPARTMENT OF PUBLIC WORKS, FACILITIES, & PARKS
ROBINSON ROAD BRIDGE SCOUR REPAIR
COUNTY BRIDGE NO. 503
STATE PROJECT NO. EA 05-930265
FEDERAL AID PROJECT NO. BLHO-5944 (099)

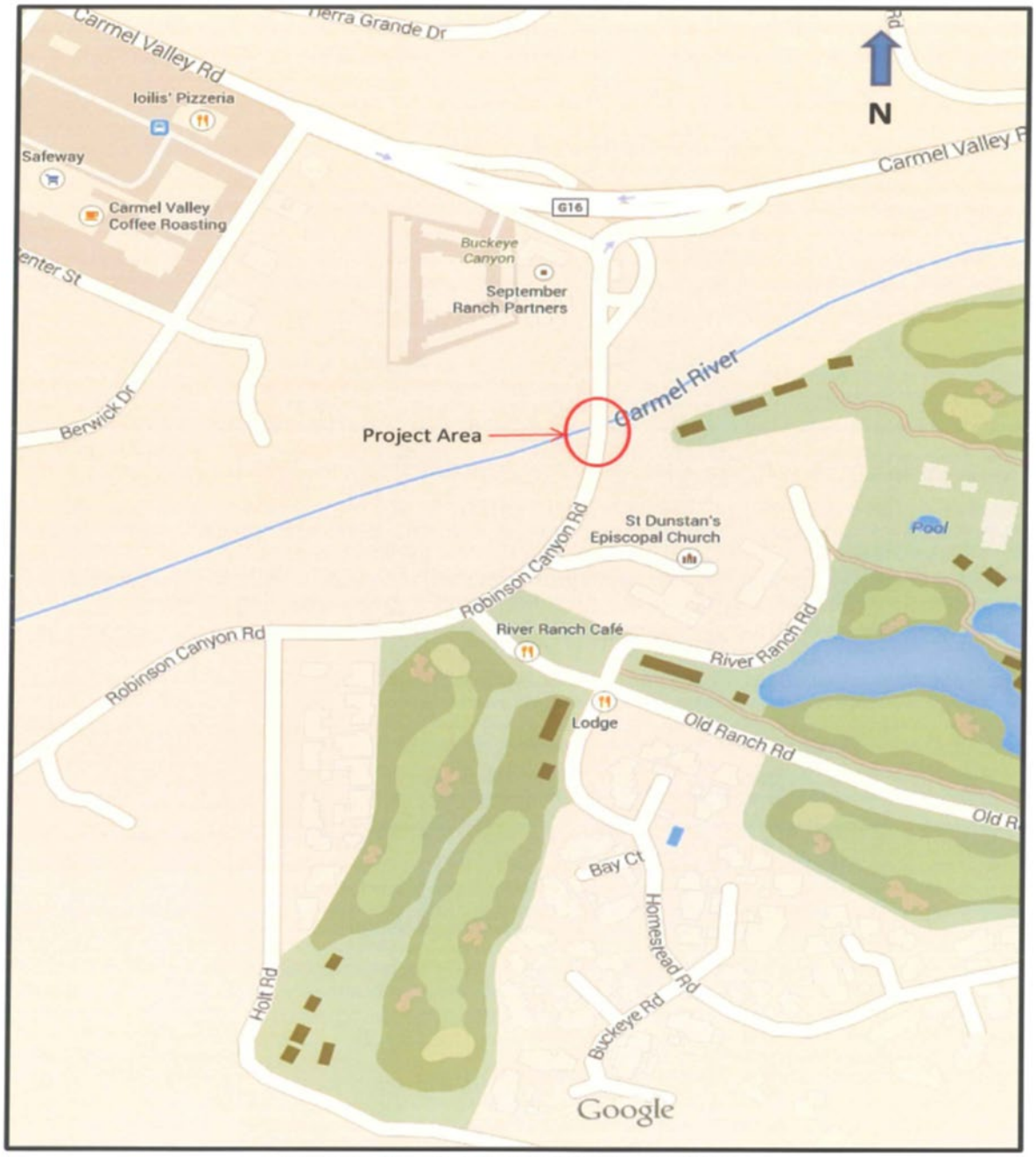
Design Engineering/Environmental		$ 961,060
Right of Way/Utilities		$ 218,409
Construction Management		$ 153,522
Construction		
Construction Contract – Engineer's Estimate	$ 1,029,828	
10% Contingencies	$ 102,983	
		$ 1,132,811
TOTAL ESTIMATED PROJECT COST:		**$ 2,465,801**

REVENUE

Federal Funds	
Federal Highway Administration (FHWA) - Highway Bridge Replacement and Rehabilitation (HBRR) Program (88.53%)	$ 2,042,973
HBRR Toll Credit (11.47%)	$ 264,688
Local Funds	
Measure X	$ 158,140
TOTAL:	**$ 2,465,801**

ATTACHMENT G – LOCATION MAP

COUNTY OF MONTEREY
DEPARTMENT OF PUBLIC WORKS, FACILITIES, & PARKS
ROBINSON ROAD BRIDGE SCOUR REPAIR
COUNTY BRIDGE NO. 503
FEDERAL AID PROJECT NO. BLHO-5944 (099)



Vicinity Map – Robinson Canyon Road Bridge

ATTACHMENT H – SUMMARY OF PROFESSIONAL SERVICES AGREEMENT

TRC Engineers, Inc.
(Multi-Year Agreement (MYA) #3200*1584)

PSA / Amendment	Board of Supervisors / Contracts/Purchasing Approval	PSA/Amendment Amount/Increase and Term/Extension	PSA Total
PSA	March 10, 2015 / March 11, 2015	Original Amount: $496,669 Original Term: March 10, 2015 to March 10, 2018	$496,669
Amendment No. 1	N/A / August 17, 2015	No Amount Increase No Term Extension Updated Rate Schedule effective March 10, 2015	$496,669
Amendment No. 2	N/A / March 8, 2018	No Amount Increase Extended Term to March 10, 2019	$496,669
Amendment No. 3	January 8, 2019 / January 11, 2019	Increased Amount by $199,712 Extended Term to December 31, 2021 Updated Rate Schedule effective January 1, 2019 Updated "Indemnification for Design Professional Services Claims"	$696,381
Amendment No. 4	Pending / Pending	Increases Amount by $49,594 Extends Term to December 31, 2023 Updates Rate Schedule effective January 1, 2022	$745,975

ATTACHMENT I -
SUMMARY OF PROFESSIONAL SERVICES AGREEMENT
ANNUAL EXPENDITURES AND BALANCE

TRC Engineers, Inc.
(Multi-Year Agreement (MYA) #3200*1584)

Fiscal Year (FY) (July 1 – June 30)	PSA Beginning Balance	PSA Additions	PSA Expenditures	PSA Ending Balance
FY 2014-2015	$496,669	$0	$28,724	$467,945
FY 2015-2016	$467,945	$0	$144,512	$323,433
FY 2016-2017	$323,433	$0	$173,982	$149,451
FY 2017-2018	$149,451	$0	$21,419	$128,032
FY 2018-2019	$128,032	$199,712	$45,402	$282,342
FY 2019 – 2020	$282,342	$0	$114,083	$168,259
FY 2020 – 2021	$168,259	$0	$50,250	$118,010
FY 2021 – 2022	$118,010	$49,594 (pending BOS approval)	$0 (through 7/20//21)	$167,603 (through 7/20/21)
Total	**N/A**	**$249,306 ($49,594 pending BOS approval)**	**$578,372**	**N/A**

*Note: Amounts have been rounded to the nearest dollar.